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No. 02] NEW DELHI, JANUARY 14—JANUARY 20, 2024, SATURDAY/PAUSHA 24—PAUSHA 30, 1945

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(वित्तीय सेवाएं विभाग)

नई दिल्ली, 10 जनवरी, 2024

का.आ. 04.—बीमा विनियामक और विकास प्राधिकरण अधिनियम, 1999 (1999 का 41) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, वर्तमान में एसबीआई कैपिटल मार्केट्स लिमिटेड में प्रतिनियुक्ति पर प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी श्री राजय कुमार सिन्हा को चार लाख रुपये प्रतिमाह (आवास और कार की सुविधा के बिना) के समेकित वेतन पैकेज पर कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय बीमा विनियामक और विकास प्राधिकरण (इरडाई) में पूर्णकालिक सदस्य (वित्त एवं निवेश) नियुक्त करती है।

[फा.सं. आर-12011/01/2023-बीमा-I]

विनोद कुमार, अवर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 10th January 2024

S.O. 04.—In exercise of the powers conferred by section 4 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999), the Central Government hereby appoints Shri Rajay Kumar Sinha, presently on deputation as Managing Director & Chief Executive Officer, SBI Capital Markets Limited as Whole-Time Member (Finance & Investment) in the Insurance Regulatory and Development Authority of India (IRDAI), on a consolidated pay package of four lakh rupees per month (without facility of house and car), for a period of three years from the date of assumption of charge of the post or until further orders, whichever is earlier.

[F. No. R-12011/01/2023-Ins.I]

VINOD KUMAR, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 18 दिसम्बर, 2023

का.आ. 05.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में जगदीशपुर-हल्दिया और बोकारो-धामरा पाइपलाइन (JHBDPL) और स्पर पाइप लाइन के माध्यम से प्राकृतिक गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना में संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसके उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता की अपलब्ध कर दी जाती है, 21 दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, सक्षम प्राधिकारी, गेल (इण्डिया) लिमिटेड को लिखित रूप में आक्षेप भेज सकेगा।

जगदीशपुर-हल्दिया -बोकारो-धामरा पाइपलाइन और स्पर पाइप लाइन प्रोजेक्ट, 3 बी सेक्सन, पश्चिम बंगाल
अनुसूची

राज्य : पश्चिम बंगाल

जिला	ब्लॉक	मौजा	थाना नं.	नक्शा	सर्वे नं.	क्षेत्रफल		
						हेक्टेअर—आर—वर्ग मीटर		
1	2	3	4	5	6	7		
पुरबा मेदिनीपुर	सुताहाटा 2	कुमारपूर	58	एल.आर	1008	00	00	88
					1001	00	02	99
					990	00	02	54
					989	00	00	20
					987	00	01	34
					993	00	01	35
					995	00	00	47

[फा. सं. एल -14014-148-2022-जी. पी.-II (ई-43457)]

रामजीलाल मीना, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 18th December, 2023

S.O. 05.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas through Jagadishpur-Haldia & Bokaro - Dhamra Pipeline (JHBDPL) & spur pipeline, in the State of West Bengal, a pipeline should be laid by GAIL (India) Limited;

And, whereas it appears to Government of India that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962) Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date of which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of User therein for laying of the pipeline under the land to Competent Authority, GAIL (India) Limited.

JAGADISHPUR-HALDIA-BOKARO-DHAMRA & SPUR PIPELINE PROJECT, 3B SECTION, WEST BENGAL**SCHEDULE****State : West Bengal**

District	Block	Mauza	J.L. No.	Map	Survey No.	Area		
						Hect.	Are	Sq. mtr.
1	2	3	4	5	6	7		
Purba Medinipur	Sutahata-2	Kumarpur	58	LR	1008	00	00	88
					1001	00	02	99
					990	00	02	54
					989	00	00	20
					987	00	01	34
					993	00	01	35
					995	00	00	47

[F. No. L-14014-148-2022-GP-II (E-43457)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 18 दिसम्बर, 2023

का.आ. 06.—जबकि भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि असम राज्य में नार्थ - इस्ट नेचुरल गैस पाइपलाइन ग्रिड परियोजना के गुवाहाटी - नुमालीगढ़ - दीमापुर खंड के माध्यम से प्राकृतिक गैस के परिवहन के लिए मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और भारत सरकार को उक्त पाइप लाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइप लाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना में संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियों साधारण जनता को उपलब्ध कर

दी जाती है, 21 दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने की संबंध में, सक्षम प्राधिकारी, मैसर्स इंद्रधनुष गैस ग्रिड लिमिटेड, असम राज्य, को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला : गोलाघाट			राज्य : असम			
सर्कल	मौज़ा	गाँव	दाग नं	क्षेत्रफल		
				हेक्टेअर	आर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
सरूपथार	सरूपथार	बेबेजिया	238	00	15	25
			291	00	12	63
			293	00	02	61
सरूपथार	सरूपथार	बरोघोरिया	547	00	22	80
			548	00	17	94
			549	00	13	68
			537	00	04	81
			553	00	23	22
			534	00	17	76
			560	00	16	08
			616	00	03	12
			562	00	28	48
			564	00	13	43
			618	00	18	63
			600	00	22	43
			535	00	23	22

[फा. सं. एल -14014/251/2022-जीपी- II (ई-45398)]

रामजीलाल मीना, अवर सचिव

New Delhi, the 18th December, 2023

S.O. 06.—Whereas it appears to the Government of India that it is necessary in public interest that for transportation of natural gas through Guwahati – Numaligarh – Dimapur Section of North - East Natural Gas Pipeline Grid Project in the State of Assam, a pipeline should be laid by M/s Indradhanush Gas Grid Limited;

And, whereas it appears to Government of India that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962) Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date of which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of User

therein for laying of the pipeline under the land to Competent Authority, M/s Indradhanush Gas Grid Limited, State of Assam.

SCHEDULE

District: Golaghat			State: Assam			
Circle	Mouza	Name of Village	Dag No.	Area		
				Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Sarupathar	Sarupathar	Bebejia	238	00	15	25
			291	00	12	63
			293	00	02	61
Sarupathar	Sarupathar	Baroghoriya	547	00	22	80
			548	00	17	94
			549	00	13	68
			537	00	04	81
			553	00	23	22
			534	00	17	76
			560	00	16	08
			616	00	03	12
			562	00	28	48
			564	00	13	43
			618	00	18	63
			600	00	22	43
			535	00	23	22

[F. No. L-14014-251-2022-GP-II (E-45398)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 18 दिसम्बर, 2023

का.आ. 07.—जब कि भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में कनाई चट्टा – श्रीरामपुर प्राकृतिक गैस पाइपलाइन खंड-1 के माध्यम से प्राकृतिक गैस के परिवहन के लिए मैसर्स हुगली पाइपलाइन प्राइवेट लिमिटेड (एचपीपीएल), एच एनर्जी और एच एनर्जी ईस्ट कोस्ट प्राइवेट लिमिटेड के संघ द्वारा एक पाइपलाइन बिछाई जानी चाहिये।

और भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिस में उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना में संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए।

अतःअब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के आधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध कर दी जाती है, 21 दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने की सम्बंध में, सक्षम प्राधिकारी, मैसर्स हुगली पाइपलाइन प्राइवेट लिमिटेड (एचपीपीएल), एच एनर्जी और एच एनर्जी ईस्ट कोस्ट प्राइवेट लिमिटेड, पश्चिम बंगाल राज्य, को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला : उत्तर 24 परगना

राज्य : पश्चिम बंगाल

थाना	मौजा	थाना नं	दाग नं	क्षेत्रफल		
				हेक्टेअर-आर-वर्ग मीटर		
1	2	3	4	5		
बनगा	गोपीनाथपुर	१३७	1774	00	07	93
			1633	00	07	85
			1634	00	09	84
			1635	00	00	10
			1619	00	16	41
			1618	00	01	40
			1613	00	12	60
			1616	00	00	85
			1614	00	01	10
			1427	00	05	40
			1432	00	00	16
			1428	00	06	15
			1430	00	00	55
			1429	00	04	03
			1411	00	04	54
			1407	00	00	40
			1412	00	03	98
			1413	00	04	45
			1423	00	00	30
			1414	00	05	65
			1417	00	00	73
			1415	00	03	40
			1416	00	02	11
			1382	00	08	01
			1380	00	00	25
			1383	00	01	75
			1394	00	03	80
			1384	00	03	05
			1393	00	00	33
			1392	00	07	53
			1092	00	01	00
			1391	00	08	00
			1093	00	06	30
			1097	00	06	70
			1098	00	02	31
			1099	00	04	23
			1106	00	04	99
			1108	00	05	25
			1105	00	03	01
			1109	00	08	58
			1116	00	00	51

थाना	मौजा	थाना नं	दाग नं	क्षेत्रफल		
				हेक्टेअर-आर-वर्ग मीटर		
1	2	3	4	5		
			1117	00	04	74
			1114	00	00	10
			1121	00	17	18
			1122	00	01	74
			1124	00	08	89
			2167	00	01	03
			2166	00	08	04
			2168	00	01	33
			2169	00	10	34
			2194	00	00	52
			2193	00	07	38
			2192	00	00	42
			2195	00	03	85
			2136	00	01	88
			2204	00	07	02
			2196	00	00	10
			2205	00	12	78
			2135	00	00	12
			2131	00	00	30
			2212	00	08	39
			2211	00	01	84
			2213	00	03	94
			2217	00	00	86
			2215	00	00	98
			2216	00	05	77
			2218	00	04	46
			2497	00	00	10
			2464	00	13	25
			2463	00	00	10
			2465	00	03	46
			2462	00	02	43
			2469	00	08	51
			2467	00	02	00
			2470	00	02	90
			2476	00	01	29
			2468	00	00	67
			2477	00	00	10
			2475	00	02	15
			2474	00	03	63
			2472	00	04	95
			2473	00	01	21
			2446	00	00	82
			2601	00	02	64

थाना	मौजा	थाना नं	दाग नं	क्षेत्रफल		
				हेक्टेअर-आर-वर्ग मीटर		
1	2	3	4	5		
			2604	00	10	11
			2603	00	00	19
			2632	00	00	10
			2631	00	09	37
			2605	00	04	34
			2630	00	01	49
			2629	00	05	27
			2628	00	05	25
			2625	00	03	41
			2624	00	05	99
			2623	00	01	36
			2785	00	07	84
			2784	00	01	25
			2786	00	13	09
			2788	00	02	81
			2792	00	00	61
			2791	00	04	05
			2790	00	04	83
			2763	00	06	31
			2838	00	00	26
			2762	00	07	38
			2761	00	06	55
			2860	00	07	73
			2859	00	01	46
			2861	00	00	87
			2862	00	00	78
			2858	00	02	29
			2867	00	04	76
			3505	00	01	13
			3513	00	00	60
			2866	00	02	71
			2865	00	05	12
			2874	00	04	28
			2875	00	03	43
			2878	00	04	62
			2959	00	04	54
			2960	00	06	58
			2885	00	02	81
			2888	00	03	28
			2889	00	00	72
गईघाटा	गाझीपूर	४	849	00	04	45
			847	00	09	70
			848	00	01	36

थाना	मौजा	थाना नं	दाग नं	क्षेत्रफल		
				हेक्टेअर-आर-वर्ग मीटर		
1	2	3	4	5		
			846	00	00	23
			825	00	00	19
			827	00	01	58
			840	00	07	36
			841	00	03	20
			839	00	01	74
			905	00	07	45
			904	00	02	04
			906	00	04	20
			910	00	04	57
			911	00	02	95
			912	00	04	22
			343	00	00	10
			344	00	01	45
			345	00	03	80
			913	00	02	45
			346	00	05	83
			349	00	05	00
			367	00	01	78
			370	00	02	48
			371	00	07	55
			372/720	00	01	33
			372	00	00	10
			379	00	04	48
			374	00	09	60
			454	00	03	54
			453	00	07	17
			452	00	07	42
			463	00	00	10
			464	00	06	87
			465	00	05	93
			466	00	00	21
			467	00	07	53
			469	00	01	67
			470	00	02	98
			481	00	09	00
			483	00	01	78
			484	00	06	17
			486	00	01	51
			485	00	04	19
			604/731	00	10	17
			604	00	00	99
			603	00	06	08

थाना	मौजा	थाना नं	दाग नं	क्षेत्रफल		
				हेक्टेअर-आर-वर्ग मीटर		
1	2	3	4	5		
			600	00	05	22
			601	00	00	14
			589	00	06	50
			597	00	00	31
			596	00	02	73
			595	00	11	06
			615	00	00	57
			629	00	06	27
			594	00	01	20
			630	00	01	67
			628	00	11	24
			627	00	07	64
			632	00	01	54
			658	00	08	49
			625/723	00	00	45
			657	00	00	10
			656	00	10	21
			655	00	04	53
			660	00	01	25
			654	00	01	89
			652	00	03	80
			653	00	04	14
			648	00	01	62
			650	00	05	68
			649	00	06	57
गईघाटा	बांगलानी	१	1212	00	00	21
			1211	00	10	09
			1206	00	02	62
			1213	00	01	87
			1204	00	00	62
			1203	00	10	64
			1214	00	01	03
गईघाटा	शेरगढ	३	854	00	03	14
			860	00	07	15
			878	00	00	71
			879	00	10	08
			880	00	05	18
			881	00	04	25
			882	00	01	16
			905	00	10	98
			886	00	47	60
			903	00	03	74
			902	00	03	13

थाना	मौजा	थाना नं	दाग नं	क्षेत्रफल		
				हेक्टेअर-आर-वर्ग मीटर		
1	2	3	4	5		
गईघाटा	चन्दीगर	२४	1	00	12	94
			1/509	00	00	10
			1/510	00	03	45
			178	00	06	04
			180	00	05	70
			274	00	05	53
			273	00	00	53
			270	00	03	20
			272	00	04	18
			271	00	00	35
			278	00	09	08
			279	00	10	69
			265	00	01	93
			264	00	04	78
			263	00	08	31
			256	00	03	88
			261	00	00	69
			257	00	02	45
			258	00	02	94
			259	00	03	99
			260	00	00	19
			344	00	05	65
			343	00	05	08
			342	00	09	64
			341	00	04	20
			340	00	04	24
			339	00	01	20
			338	00	04	72
			360	00	05	08
			361	00	00	26
			381	00	03	46
			380	00	00	10
			384	00	06	94
			379	00	03	29
			378	00	06	94
			377	00	01	79
			375	00	00	35
			374	00	03	38
			373	00	01	38
			369	00	08	01
			368	00	00	10
			370	00	09	20
			434	00	03	40

थाना	मौजा	थाना नं	दाग नं	क्षेत्रफल		
				हेक्टेअर-आर-वर्ग मीटर		
1	2	3	4	5		
			433	00	04	11
			437	00	01	72
			436	00	00	21
			438	00	11	54
			439	00	01	60
			440	00	00	10
			1/516	00	02	49
गईघाटा	टेंगरा	२५	1204	00	02	83
			1205	00	00	40
			1206	00	07	41
			1203	00	05	97
			1202	00	00	31
			1207	00	01	06
			1210	00	05	05
			1208	00	06	88
			1209	00	00	10
			1266	00	00	49
			1253	00	05	42
			1254	00	00	23
			1251	00	02	07
			1252	00	07	26
			1250	00	00	55
			1249	00	05	37
			1248	00	04	79
			1247	00	03	89
			1258	00	07	76
			1040	00	00	87
			1036	00	08	05
			1306	00	00	24
			1035	00	00	78
			1033	00	14	48
			1034	00	02	63
			1017	00	09	26
			1018	00	04	36
			1001	00	05	73
			1002	00	02	02
			989	00	07	52
			988	00	04	02
			1003	00	00	56
			1004	00	00	10
			987	00	04	61
			985	00	00	11
			1006	00	04	83

थाना	मौजा	थाना नं	दाग नं	क्षेत्रफल		
				हेक्टेअर-आर-वर्ग मीटर		
1	2	3	4	5		
			984	00	16	11
			983	00	00	20
			661	00	15	87
गईघाटा	गईघाटा	२८	726	00	04	31
			722	00	09	60
			727	00	04	89
			693	00	01	61
			728	00	03	77
			729	00	03	27
			730	00	00	77
			828	00	01	23
			772	00	13	99
			827	00	00	60
			826	00	00	10
			773	00	05	74
			817	00	07	57
			816	00	07	72
			775	00	05	26
			776	00	02	57
			778	00	00	10
			777	00	01	97
			811	00	04	57
			805	00	04	01
			804	00	09	04
			801	00	09	45
			802	00	02	27
			885	00	06	71
			887	00	01	46
			886	00	05	10
			888	00	00	73
			943	00	04	34
			945	00	00	97
			944	00	07	68
			938	00	06	94
			937	00	06	06
			575	00	00	83
			932	00	06	85
			930	00	08	19

थाना	मौजा	थाना नं	दाग नं	क्षेत्रफल		
				हेक्टेअर-आर-वर्ग मीटर		
1	2	3	4	5		
			929	00	10	52
			996	00	03	36
			997	00	00	92
			1021	00	05	67
			1020	00	00	73
			1024	00	04	59
			1022	00	00	55
			1023	00	00	78
			1025	00	01	17
			1025/1323	00	03	30
			1026	00	03	83
			1027	00	00	17
			1026/1324	00	00	44
			1034	00	00	27
			1035	00	05	29
			1033	00	00	12
			1036	00	00	83
			1037	00	06	65
			1038	00	04	21
			1038/1325	00	01	80
			1049	00	00	16
			1181	00	17	60
			1179	00	01	66
			1182	00	14	45
			1185	00	03	08
गईघाटा	गुटरी	४१	59	00	00	10
			60	00	03	84
			61	00	04	56
			63	00	00	10
			62	00	02	93
			1238	00	01	22
			1237	00	06	38
			1241	00	00	34
			1242	00	00	39
			1244	00	05	55
			1245	00	04	53
			1246	00	00	10
			1249	00	02	14

थाना	मौजा	थाना नं	दाग नं	क्षेत्रफल		
				हेक्टेअर-आर-वर्ग मीटर		
1	2	3	4	5		
			1272/1833	00	01	58
			1249/1902	00	04	05
			1272/1901	00	00	43
			1271	00	01	86
			1270	00	02	82
			1269	00	02	60
			1268	00	04	49
			1267	00	01	69
			1266	00	00	12

[फा. सं. एल -14014/35/2023-जीपी-II (ई-48370)]

रामजीलाल मीना, अवर सचिव

New Delhi, the 18th December, 2023

S.O. 07.—Whereas it appears to the Government of India that it is necessary in public interest that for transportation of natural gas through Kanai Chatta – Srirampur” Natural Gas Pipeline (Phase-1) Project in the State of West Bengal, a pipeline should be laid by Hooghly Pipelines Private Limited (HPPL), a Consortium of H-Energy and H-Energy East Coast Pvt Ltd.

And, whereas it appears to Government of India that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962) Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date of which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of User therein for laying of the pipeline under the land to Competent Authority, Hooghly Pipelines Private Limited (HPPL), a Consortium of H-Energy and H-Energy East Coast Pvt Ltd., State of West Bengal.

SCHEDULE**District : North 24 Pargana****State : West Bengal**

Thana	Mouza	JL No.	Dag No.	Area		
				Hect.- Are - Sq. mtr.		
1	2	3	4	5		
Banga	Gopinathpur	137	1774	00	07	93
			1633	00	07	85
			1634	00	09	84
			1635	00	00	10
			1619	00	16	41
			1618	00	01	40
			1613	00	12	60
			1616	00	00	85

Thana	Mouza	JL No.	Dag No.	Area		
				Hect.- Are - Sq. mtr.		
1	2	3	4	5		
			1614	00	01	10
			1427	00	05	40
			1432	00	00	16
			1428	00	06	15
			1430	00	00	55
			1429	00	04	03
			1411	00	04	54
			1407	00	00	40
			1412	00	03	98
			1413	00	04	45
			1423	00	00	30
			1414	00	05	65
			1417	00	00	73
			1415	00	03	40
			1416	00	02	11
			1382	00	08	01
			1380	00	00	25
			1383	00	01	75
			1394	00	03	80
			1384	00	03	05
			1393	00	00	33
			1392	00	07	53
			1092	00	01	00
			1391	00	08	00
			1093	00	06	30
			1097	00	06	70
			1098	00	02	31
			1099	00	04	23
			1106	00	04	99
			1108	00	05	25
			1105	00	03	01
			1109	00	08	58
			1116	00	00	51
			1117	00	04	74
			1114	00	00	10
			1121	00	17	18
			1122	00	01	74
			1124	00	08	89
			2167	00	01	03
			2166	00	08	04
			2168	00	01	33
			2169	00	10	34

Thana	Mouza	JL No.	Dag No.	Area		
				Hect.- Are - Sq. mtr.		
1	2	3	4	5		
			2194	00	00	52
			2193	00	07	38
			2192	00	00	42
			2195	00	03	85
			2136	00	01	88
			2204	00	07	02
			2196	00	00	10
			2205	00	12	78
			2135	00	00	12
			2131	00	00	30
			2212	00	08	39
			2211	00	01	84
			2213	00	03	94
			2217	00	00	86
			2215	00	00	98
			2216	00	05	77
			2218	00	04	46
			2497	00	00	10
			2464	00	13	25
			2463	00	00	10
			2465	00	03	46
			2462	00	02	43
			2469	00	08	51
			2467	00	02	00
			2470	00	02	90
			2476	00	01	29
			2468	00	00	67
			2477	00	00	10
			2475	00	02	15
			2474	00	03	63
			2472	00	04	95
			2473	00	01	21
			2446	00	00	82
			2601	00	02	64
			2604	00	10	11
			2603	00	00	19
			2632	00	00	10
			2631	00	09	37
			2605	00	04	34
			2630	00	01	49
			2629	00	05	27

Thana	Mouza	JL No.	Dag No.	Area		
				Hect.- Are - Sq. mtr.		
1	2	3	4	5		
			2628	00	05	25
			2625	00	03	41
			2624	00	05	99
			2623	00	01	36
			2785	00	07	84
			2784	00	01	25
			2786	00	13	09
			2788	00	02	81
			2792	00	00	61
			2791	00	04	05
			2790	00	04	83
			2763	00	06	31
			2838	00	00	26
			2762	00	07	38
			2761	00	06	55
			2860	00	07	73
			2859	00	01	46
			2861	00	00	87
			2862	00	00	78
			2858	00	02	29
			2867	00	04	76
			3505	00	01	13
			3513	00	00	60
			2866	00	02	71
			2865	00	05	12
			2874	00	04	28
			2875	00	03	43
			2878	00	04	62
			2959	00	04	54
			2960	00	06	58
			2885	00	02	81
			2888	00	03	28
			2889	00	00	72
Gaighata	Gazipur	4	849	00	04	45
			847	00	09	70
			848	00	01	36
			846	00	00	23
			825	00	00	19
			827	00	01	58
			840	00	07	36
			841	00	03	20
			839	00	01	74

Thana	Mouza	JL No.	Dag No.	Area		
				Hect.- Are - Sq. mtr.		
1	2	3	4	5		
			905	00	07	45
			904	00	02	04
			906	00	04	20
			910	00	04	57
			911	00	02	95
			912	00	04	22
			343	00	00	10
			344	00	01	45
			345	00	03	80
			913	00	02	45
			346	00	05	83
			349	00	05	00
			367	00	01	78
			370	00	02	48
			371	00	07	55
			372/720	00	01	33
			372	00	00	10
			379	00	04	48
			374	00	09	60
			454	00	03	54
			453	00	07	17
			452	00	07	42
			463	00	00	10
			464	00	06	87
			465	00	05	93
			466	00	00	21
			467	00	07	53
			469	00	01	67
			470	00	02	98
			481	00	09	00
			483	00	01	78
			484	00	06	17
			486	00	01	51
			485	00	04	19
			604/731	00	10	17
			604	00	00	99
			603	00	06	08
			600	00	05	22
			601	00	00	14
			589	00	06	50
			597	00	00	31

Thana	Mouza	JL No.	Dag No.	Area		
				Hect.- Are - Sq. mtr.		
1	2	3	4	5		
			596	00	02	73
			595	00	11	06
			615	00	00	57
			629	00	06	27
			594	00	01	20
			630	00	01	67
			628	00	11	24
			627	00	07	64
			632	00	01	54
			658	00	08	49
			625/723	00	00	45
			657	00	00	10
			656	00	10	21
			655	00	04	53
			660	00	01	25
			654	00	01	89
			652	00	03	80
			653	00	04	14
			648	00	01	62
			650	00	05	68
			649	00	06	57
Gaighata	Banglani	1	1212	00	00	21
			1211	00	10	09
			1206	00	02	62
			1213	00	01	87
			1204	00	00	62
			1203	00	10	64
			1214	00	01	03
Gaighata	Shergarh	3	854	00	03	14
			860	00	07	15
			878	00	00	71
			879	00	10	08
			880	00	05	18
			881	00	04	25
			882	00	01	16
			905	00	10	98
			886	00	47	60
			903	00	03	74
			902	00	03	13
Gaighata	Chandigar	24	1	00	12	94
			1/509	00	00	10
			1/510	00	03	45

Thana	Mouza	JL No.	Dag No.	Area		
				Hect.- Are - Sq. mtr.		
1	2	3	4	5		
			178	00	06	04
			180	00	05	70
			274	00	05	53
			273	00	00	53
			270	00	03	20
			272	00	04	18
			271	00	00	35
			278	00	09	08
			279	00	10	69
			265	00	01	93
			264	00	04	78
			263	00	08	31
			256	00	03	88
			261	00	00	69
			257	00	02	45
			258	00	02	94
			259	00	03	99
			260	00	00	19
			344	00	05	65
			343	00	05	08
			342	00	09	64
			341	00	04	20
			340	00	04	24
			339	00	01	20
			338	00	04	72
			360	00	05	08
			361	00	00	26
			381	00	03	46
			380	00	00	10
			384	00	06	94
			379	00	03	29
			378	00	06	94
			377	00	01	79
			375	00	00	35
			374	00	03	38
			373	00	01	38
			369	00	08	01
			368	00	00	10
			370	00	09	20
			434	00	03	40
			433	00	04	11

Thana	Mouza	JL No.	Dag No.	Area		
				Hect.- Are - Sq. mtr.		
1	2	3	4	5		
			437	00	01	72
			436	00	00	21
			438	00	11	54
			439	00	01	60
			440	00	00	10
			1/516	00	02	49
Gaighata	Tengra	25	1204	00	02	83
			1205	00	00	40
			1206	00	07	41
			1203	00	05	97
			1202	00	00	31
			1207	00	01	06
			1210	00	05	05
			1208	00	06	88
			1209	00	00	10
			1266	00	00	49
			1253	00	05	42
			1254	00	00	23
			1251	00	02	07
			1252	00	07	26
			1250	00	00	55
			1249	00	05	37
			1248	00	04	79
			1247	00	03	89
			1258	00	07	76
			1040	00	00	87
			1036	00	08	05
			1306	00	00	24
			1035	00	00	78
			1033	00	14	48
			1034	00	02	63
			1017	00	09	26
			1018	00	04	36
			1001	00	05	73
			1002	00	02	02
			989	00	07	52
			988	00	04	02
			1003	00	00	56
			1004	00	00	10
			987	00	04	61
			985	00	00	11
			1006	00	04	83

Thana	Mouza	JL No.	Dag No.	Area		
				Hect.- Are - Sq. mtr.		
1	2	3	4	5		
			984	00	16	11
			983	00	00	20
			661	00	15	87
Gaighata	Gaighata	28	726	00	04	31
			722	00	09	60
			727	00	04	89
			693	00	01	61
			728	00	03	77
			729	00	03	27
			730	00	00	77
			828	00	01	23
			772	00	13	99
			827	00	00	60
			826	00	00	10
			773	00	05	74
			817	00	07	57
			816	00	07	72
			775	00	05	26
			776	00	02	57
			778	00	00	10
			777	00	01	97
			811	00	04	57
			805	00	04	01
			804	00	09	04
			801	00	09	45
			802	00	02	27
			885	00	06	71
			887	00	01	46
			886	00	05	10
			888	00	00	73
			943	00	04	34
			945	00	00	97
			944	00	07	68
			938	00	06	94
			937	00	06	06
			575	00	00	83
			932	00	06	85
			930	00	08	19
			929	00	10	52
			996	00	03	36
			997	00	00	92
			1021	00	05	67
			1020	00	00	73
			1024	00	04	59

Thana	Mouza	JL No.	Dag No.	Area		
				Hect.- Are - Sq. mtr.		
1	2	3	4	5		
			1022	00	00	55
			1023	00	00	78
			1025	00	01	17
			1025/1323	00	03	30
			1026	00	03	83
			1027	00	00	17
			1026/1324	00	00	44
			1034	00	00	27
			1035	00	05	29
			1033	00	00	12
			1036	00	00	83
			1037	00	06	65
			1038	00	04	21
			1038/1325	00	01	80
			1049	00	00	16
			1181	00	17	60
			1179	00	01	66
			1182	00	14	45
			1185	00	03	08
Gaighata	Gutri	41	59	00	00	10
			60	00	03	84
			61	00	04	56
			63	00	00	10
			62	00	02	93
			1238	00	01	22
			1237	00	06	38
			1241	00	00	34
			1242	00	00	39
			1244	00	05	55
			1245	00	04	53
			1246	00	00	10
			1249	00	02	14
			1272/1833	00	01	58
			1249/1902	00	04	05
			1272/1901	00	00	43
			1271	00	01	86
			1270	00	02	82
			1269	00	02	60
			1268	00	04	49
			1267	00	01	69
			1266	00	00	12

[F. No. L-14014/35/2023-GP-II (E-48370)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 18 दिसम्बर, 2023

का.आ. 08.—जब कि भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पश्चिम बंगाल राज्य में कनाई चट्टा – श्रीरामपुर प्राकृतिक गैस पाइपलाइन खंड-1 के माध्यम से प्राकृतिक गैस के परिवहन के लिए मैसर्स हुगली पाइपलाइन प्राइवेट लिमिटेड (एचपीपीएल), एच एनर्जी और एच एनर्जी ईस्ट कोस्ट प्राइवेट लिमिटेड के संघ द्वारा एक पाइपलाइन बिछाई जानी चाहिये।

और भारत सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिस में उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना में संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए।

अतःअब, भारत सरकार, पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध कर दी जाती है, 21 दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने की सम्बंध में, सक्षम प्राधिकारी, मैसर्स हुगली पाइपलाइन प्राइवेट लिमिटेड (एचपीपीएल), एच एनर्जी और एच एनर्जी ईस्ट कोस्ट प्राइवेट लिमिटेड, पश्चिम बंगाल राज्य, को लिखित रूप में आक्षेप भेज सकेगा।

**कनाई चट्टा – श्रीरामपुर प्राकृतिक गैस पाइपलाइन परियोजना
अनुसूची**

जिला : नदिया			राज्य : पश्चिम बंगाल			
थाना	गाँव/मौजा	थाना नं	नक्शा	प्लॉट नं	क्षेत्रफल	
1	2	3	4	5	एकड़	हैक्टर
					6	
चकदह	श्रीकृष्णपुर चार	१८९	आर.एस.	1	0.323	0.1307
				184	0.254	0.1028
				183	0.090	0.0364
				182	0.135	0.0546
				20	0.001	0.0004
				21	0.010	0.0040
				22	0.040	0.0162
				23	0.055	0.0223
				26	0.122	0.0494
				27	0.045	0.0182
				28	0.077	0.0312
				29	0.072	0.0291
				30	0.068	0.0275
				31	0.094	0.0380
				32	0.117	0.0473
				33	0.102	0.0413
				34	0.085	0.0344
				35	0.080	0.0324
				36	0.090	0.0364

				53	0.091	0.0368
				58	0.050	0.0202
				59	0.054	0.0219
				61	0.122	0.0494
				62	0.150	0.0607
				63	0.083	0.0336
				65	0.038	0.0154
				66	0.032	0.0130
				67	0.099	0.0401
				81	0.220	0.0890
				314	0.050	0.0202
				315	0.118	0.0478
				316	0.126	0.0510
				317	0.059	0.0239
				318/768	0.059	0.0239
				320	0.116	0.0469
				325	0.131	0.0530
				326	0.144	0.0583
				329	0.139	0.0563
				331	0.067	0.0271
				338	0.047	0.0190
				339	0.012	0.0049
				346	0.090	0.0364
				349	0.094	0.0380
				350	0.262	0.1060
				353	0.061	0.0247
				354	0.137	0.0554
				357	0.099	0.0401
				358	0.077	0.0312
				361	0.092	0.0372
				362	0.042	0.0170
				363	0.054	0.0219
				364	0.121	0.0490
				365	0.174	0.0704
				366	0.112	0.0453
				367	0.083	0.0336
				368	0.084	0.0340
				369	0.210	0.0850
				370	0.097	0.0393
				457	0.355	0.1437
				763	0.025	0.0101

				480	0.192	0.0777
				479	0.148	0.0599
				478	0.150	0.0607
				477	0.150	0.0607
				476	0.131	0.0530
				475	0.107	0.0433
				474	0.054	0.0219
				473	0.057	0.0231
				472	0.047	0.0190
				471	0.122	0.0494
				470	0.084	0.0340
				469	0.046	0.0186
				468	0.123	0.0498
				467	0.041	0.0166
				466	0.095	0.0384
				465	0.130	0.0526
				464	0.036	0.0146
				463	0.035	0.0142
				462	0.046	0.0186
				461	0.044	0.0178
				460	0.048	0.0194
				459	0.058	0.0235
				458	0.055	0.0223
				1292	0.080	0.0324
				1293	0.095	0.0384
				1294	0.120	0.0486
				1295	0.202	0.0817
				1296	0.111	0.0449
				1297	0.147	0.0595
				1298	0.068	0.0275
				1299	0.015	0.0061
				1503	0.080	0.0324
				1781/2080	0.010	0.0040
				1810/2083	0.015	0.0061
				1781	0.209	0.0846
				1780	0.045	0.0182
				1779	0.083	0.0336
				1778	0.075	0.0304
				1773	0.201	0.0813
				1771	0.214	0.0866

				1750	0.204	0.0826
				1751	0.085	0.0344
				1752	0.075	0.0304
				1741	0.105	0.0425
				1742	0.098	0.0397
				1740	0.060	0.0243
				1726	0.116	0.0469
				1725	0.107	0.0433
				1703	0.106	0.0429
				1702	0.093	0.0376
				1701	0.085	0.0344
				1693	0.069	0.0279
				1694	0.054	0.0219
				1696	0.225	0.0911
				1695/2111	0.007	0.0028
				1682/2110	0.014	0.0057
				1681	0.079	0.0320
				1680	0.098	0.0397
				1682	0.020	0.0081
				1678	0.106	0.0429
				1672	0.254	0.1028
				1668	0.086	0.0348
				1667	0.075	0.0304
				1666	0.088	0.0356
				1662	0.106	0.0429
				1648	0.317	0.1283
				1620	0.025	0.0101
				1621	0.027	0.0109
				1622	0.024	0.0097
				1623	0.029	0.0117
				1624	0.025	0.0101
				1645	0.090	0.0364
				1625	0.092	0.0372
				1644	0.005	0.0020
				1643	0.035	0.0142
				1642	0.050	0.0202
				1641	0.007	0.0028
				1640	0.320	0.1295
				1639	0.128	0.0518
				1638	0.095	0.0384
				1637	0.020	0.0081

				2027	0.088	0.0356
				2024	0.050	0.0202
				2023	0.001	0.0004
				2025	0.195	0.0789
				2026	0.070	0.0283
				2019	0.035	0.0142
				2014	0.150	0.0607
				2028	0.026	0.0105
				2030	0.410	0.1659
				2066	0.005	0.0020
				2031	0.020	0.0081
				2032	0.015	0.0061
				2033	0.001	0.0004
				2065	0.065	0.0263
				2064	0.074	0.0299
				2063	0.253	0.1024
				2062	0.081	0.0328
				2061	0.155	0.0627
				2060	0.158	0.0639
चकदह	श्रीकृष्णपुर चार	१८९	एल.आर.	3742	0.233	0.0943
				3741	0.197	0.0797
				3740	0.167	0.0676
				3739	0.273	0.1105
				3762	0.045	0.0182
				3763	0.038	0.0154
				3764	0.040	0.0162
				3765	0.040	0.0162
				3786	0.038	0.0154
				3785	0.075	0.0304
				3784	0.130	0.0526
				3783	0.060	0.0243
				3782	0.075	0.0304
				3781	0.245	0.0992
				3790	0.068	0.0275
				3791	0.048	0.0194
				3792	0.045	0.0182
				3796	0.034	0.0138
				3797	0.035	0.0142
				3801	0.040	0.0162
				3802	0.027	0.0109

				3805	0.048	0.0194
				3806	0.038	0.0154
				3807	0.068	0.0275
				3812	0.027	0.0109
				3813	0.024	0.0097
				3814	0.027	0.0109
				3815	0.035	0.0142
				3818	0.046	0.0186
				3844	0.027	0.0109
				3843	0.055	0.0223
				3842	0.057	0.0231
				3841	0.460	0.1862
				3830	0.005	0.0020
				3839	0.046	0.0186
				3831	0.110	0.0445
				3832	0.080	0.0324
				3837	0.035	0.0142
				3838	0.025	0.0101
				3859	0.062	0.0251
				3886	0.050	0.0202
				3885	0.052	0.0210
				3884	0.035	0.0142
				3883	0.020	0.0081
				3882	0.025	0.0101
				3881	0.055	0.0223
				3880	0.090	0.0364
				3879	0.060	0.0243
				3878	0.007	0.0028
				3892	0.425	0.1720
				3893	0.019	0.0077
				3888	0.002	0.0008
				3966	0.018	0.0073
				3891	0.128	0.0518
				3967	0.010	0.0040
चकदह	प्रिय नगर	३९	एल.आर.	571	0.020	0.0081
				572	0.024	0.0097
				569	0.041	0.0166
				568	0.072	0.0291
				574	0.155	0.0627
				575	0.186	0.0753
				580	0.097	0.0393

				583	0.103	0.0417
				582	0.146	0.0591
				637	0.073	0.0295
				639	0.178	0.0720
				638	0.010	0.0041
				640	0.034	0.0138
				668	0.041	0.0166
				667	0.201	0.0813
				664	0.019	0.0077
				666	0.001	0.0004
				665	0.215	0.0870
				672	0.035	0.0142
				676	0.117	0.0474
				673	0.001	0.0004
				675	0.147	0.0595
				680	0.128	0.0518
				679	0.080	0.0324
				688	0.043	0.0174
				689	0.046	0.0186
				690	0.162	0.0656
				695	0.083	0.0336
				696	0.033	0.0134
				694	0.071	0.0287
				697	0.054	0.0219
चकदह	चन्दूरिया	३८	एल.आर.	1406	0.093	0.0376
				1405	0.071	0.0287
				1404	0.010	0.0041
				1407	0.005	0.0020
				1410	0.248	0.1004
				1411	0.200	0.0809
				1409	0.028	0.0113
				1431	0.226	0.0915
				1426	0.082	0.0332
				1425	0.141	0.0571
				1420	0.001	0.0004
				1421	0.037	0.0150
				1423	0.084	0.0340
				1424	0.073	0.0295
				1521	0.092	0.0372
				1522	0.010	0.0041

				1523	0.223	0.0903
				1524	0.221	0.0894
				1525	0.064	0.0259
				1509	0.030	0.0121
				1505	0.125	0.0506
				1506	0.120	0.0486
				1504	0.041	0.0166
				1507	0.258	0.1044
				1495	0.030	0.0121
				1496	0.150	0.0607
				1480	0.022	0.0089
				1479	0.055	0.0223
				1478	0.094	0.0380
				1476	0.035	0.0142
				1477	0.158	0.0639
				1475	0.242	0.0979
				1658	0.011	0.0045
				1474	0.021	0.0085
				1659	0.161	0.0652
चकदह	कौतुक पूर	९७	एल.आर.	345	0.026	0.0105
				344	0.151	0.0611
				342	0.045	0.0182
				343	0.145	0.0587
				340	0.055	0.0223
				333	0.340	0.1376
				334	0.033	0.0134
				337	0.082	0.0332
				336	0.014	0.0057
				391	0.083	0.0336
				211	0.142	0.0575
				392	0.001	0.0004
				209	0.001	0.0004
				210	0.146	0.0591
				208	0.014	0.0057
				207	0.152	0.0615
				206	0.096	0.0389
				194	0.123	0.0498
				195	0.094	0.0380
				193	0.155	0.0627
				191	0.038	0.0154
				1	0.110	0.0445

				190	0.061	0.0247
				188	0.146	0.0591
				729	0.035	0.0142
				730	0.203	0.0822
				732	0.095	0.0385
चकदह	उचित पूर	९८	एल.आर.	3	0.010	0.0041
				5	0.101	0.0409
				7	0.142	0.0575
				270	0.152	0.0615
				269	0.143	0.0579
				273	0.196	0.0793
				274	0.015	0.0061
				277	0.379	0.1534
				276	0.056	0.0227
				282	0.151	0.0611
				261	0.029	0.0117
				254	0.236	0.0955
				255	0.001	0.0004
				256	0.078	0.0316
				241	0.214	0.0866
				257	0.033	0.0134
				240	0.005	0.0020
				239	0.204	0.0826
				259	0.013	0.0053
				238	0.109	0.0441
				160	0.212	0.0858
				161	0.127	0.0514
				162	0.064	0.0259
				163	0.150	0.0607
				232	0.005	0.0020
				164	0.003	0.0012
				224	0.216	0.0874
				165/556	0.001	0.0004
				223	0.039	0.0158
				226	0.080	0.0324
				225	0.019	0.0077
				227	0.012	0.0049
				222	0.145	0.0587
				228	0.056	0.0227
				515	0.013	0.0053

				516	0.104	0.0421
				514	0.093	0.0376
				513	0.081	0.0328
				512	0.076	0.0308
				517	0.005	0.0020
				511	0.095	0.0385
				511/557	0.026	0.0105
				508	0.122	0.0494
				507	0.091	0.0368
				527	0.102	0.0413
				506	0.001	0.0004
				532	0.172	0.0696
				533	0.107	0.0433
				531	0.003	0.0012
				534	0.132	0.0534
				535	0.105	0.0425
				530	0.020	0.0081
चकदह	रामेश्वर पूर	१००	एल.आर.	20	0.231	0.0935
				21	0.154	0.0623
				22	0.003	0.0012
				45	0.064	0.0259
				16	0.120	0.0486
				57	0.034	0.0138
				46	0.047	0.0190
				48	0.105	0.0425
				49	0.075	0.0304
				50	0.171	0.0692
				40	0.119	0.0482
				39	0.178	0.0720
				51	0.010	0.0041
				189	0.031	0.0126
				190	0.173	0.0700
				185	0.130	0.0526
				204	0.215	0.0870
				205	0.135	0.0546
				224	0.121	0.0490
				225	0.001	0.0004
				223	0.057	0.0231
				226	0.135	0.0546
				222	0.177	0.0716
				276	0.002	0.0008

				277	0.205	0.0830
				278	0.025	0.0101
				281	0.363	0.1469
				282	0.015	0.0061
				293	0.502	0.2032
				313	0.110	0.0445
				314	0.089	0.0360
				319	0.002	0.0008
				318	0.019	0.0077
				317	0.265	0.1073
				334	0.335	0.1356
				335	0.163	0.0660
				337	0.009	0.0036
				336	0.017	0.0069
चकदह	हरिस पूर	१०१		539	0.119	0.0482
				538	0.001	0.0004
				542	0.214	0.0866
				543	0.026	0.0105
				541	0.020	0.0081
				544	0.093	0.0376
				545	0.170	0.0688
				546	0.002	0.0008
				566	0.004	0.0016
				559	0.199	0.0805
				552	0.029	0.0117
				551/600	0.126	0.0510
				553	0.023	0.0093
				554	0.155	0.0627
				555	0.060	0.0243
चकदह	आटालिया	१०२		37/550	0.018	0.0073
				36	0.165	0.0668
				38	0.530	0.2145
				44	0.197	0.0797
				43	0.009	0.0036
				56	0.174	0.0704
				55	0.002	0.0008
				57	0.053	0.0214
				58	0.171	0.0692
				59	0.126	0.0510
				83	0.139	0.0563

				68	0.156	0.0631
				77	0.193	0.0781
				69	0.151	0.0611
				76	0.142	0.0575
				333	0.021	0.0085
				339	0.034	0.0138
				75	0.205	0.0830
				74	0.058	0.0235
चकदह	नरपति पारा	१०३		1468	0.280	0.1133
				1469	0.080	0.0324
				1470	0.150	0.0607
				1471	0.010	0.0040
				1472	0.060	0.0243
				1473	0.017	0.0069
				1474	0.215	0.0870
				1476	0.140	0.0567
				1477	0.110	0.0445
				1478	0.010	0.0040
				1504	0.075	0.0304
				1754	0.030	0.0121
				1772	0.345	0.1396
				1774	0.027	0.0109
				1775	0.020	0.0081
				1776	0.520	0.2104
				1778	0.215	0.0870
हरीनघाटा	चन्दीरामपूर	५	एल.आर.	45	0.035	0.0142
				46	0.005	0.0020
				48	0.065	0.0263
				65	0.018	0.0073
				66	0.350	0.1417
				68	0.150	0.0607
				69	0.213	0.0862
				70	0.010	0.0041
				71	0.020	0.0081
				77	0.007	0.0028
				78	0.110	0.0445
				79	0.190	0.0769
				80	0.112	0.0453
				81	0.100	0.0405
				83	0.065	0.0263
				425	0.010	0.0041

				427	0.075	0.0304
				428	0.035	0.0142
				429	0.180	0.0729
				430	0.135	0.0546
				432	0.100	0.0405
				463	0.145	0.0587
				464	0.015	0.0061
				465	0.110	0.0445
				466	0.115	0.0465
				475	0.165	0.0668
				476	0.285	0.1153
				477	0.008	0.0032
				478	0.055	0.0223
				482	0.172	0.0696
				585	0.327	0.1323
				586	0.230	0.0931
				589	0.135	0.0546
				591	0.110	0.0445
				592	0.080	0.0324
				599	0.010	0.0041
				607	0.020	0.0081
				612	0.220	0.0890
				613	0.048	0.0194
				614	0.265	0.1073
				615	0.090	0.0364
				616	0.038	0.0154
				617	0.035	0.0142
				621	0.145	0.0587
				622	0.125	0.0506
				623	0.185	0.0749
				624	0.125	0.0506
				625	0.002	0.0008
				788	0.045	0.0182
				800	0.002	0.0008
				46/2155	0.110	0.0445
				46/2156	0.130	0.0526
				427/2348	0.180	0.0729
हरीनघाटा	बिरही	४	एल.आर.	346	0.103	0.0417
				374	0.112	0.0453
				375	0.010	0.0041

				378	0.152	0.0615
				381	0.058	0.0235
				382	0.140	0.0567
				383	0.010	0.0041
				387	0.130	0.0526
				388	0.122	0.0494
				389	0.085	0.0344
				410	0.047	0.0190
				440	0.032	0.0130
				441	0.170	0.0688
				442	0.133	0.0538
				449	0.053	0.0215
				659	0.070	0.0283
				660	0.150	0.0607
				663	0.017	0.0069
				664	0.225	0.0911
				665	0.005	0.0020
				688	0.320	0.1295
				689	0.001	0.0004
				702	0.025	0.0101
				703	0.075	0.0304
				704	0.160	0.0648
				715	0.018	0.0071
				716	0.270	0.1093
				718	0.085	0.0344
				719	0.115	0.0465
				720	0.107	0.0433
				721	0.060	0.0243
				722	0.020	0.0081
				905	0.100	0.0405
				906	0.245	0.0992
				907	0.120	0.0486
				909	0.070	0.0283
				910	0.001	0.0004
				912	0.085	0.0344
				913	0.100	0.0405
				914	0.015	0.0061
				915	0.001	0.0004
				920	0.001	0.0004
				921	0.130	0.0526
				928	0.110	0.0445

				929	0.040	0.0162
				939	0.100	0.0405
				940	0.230	0.0931
				941	0.095	0.0385
				942	0.010	0.0041
				943	0.001	0.0004
				1000	0.045	0.0182
हरीनघाटा	सोनाखलि	३	एल.आर.	216	0.165	0.0668
				217	0.113	0.0457
				225	0.001	0.0004
				226	0.405	0.1639
				227	0.280	0.1133
				241	0.005	0.0020
				247	0.015	0.0061
				249	0.185	0.0749
				250	0.052	0.0210
				258	0.320	0.1295
				259	0.002	0.0008
				261	0.200	0.0809
				262	0.105	0.0425
				263	0.100	0.0405
				264	0.007	0.0028
				258/557	0.004	0.0016
				1196	0.001	0.0004
				258/556	0.080	0.0324
				258/558	0.055	0.0223
				258/1158	0.070	0.0283
				258/559	0.170	0.0688
हरीनघाटा	उत्तर राजापुर	१२	एल.आर.	5	0.240	0.0971
				10	0.200	0.0809
				6	0.050	0.0202
				7	0.010	0.0041
				8	0.160	0.0648
				24/1485	0.020	0.0081
				24/1486	0.027	0.0109
				24/1487	0.030	0.0121
				27	0.242	0.0979
				26	0.195	0.0789
				29	0.070	0.0283
				43	0.250	0.1012

				42	0.158	0.0639
				41	0.075	0.0304
				45	0.040	0.0162
				46	0.310	0.1255
				51	0.010	0.0041
				52	0.180	0.0729
				59	0.200	0.0809
				60	0.205	0.0830
				83	0.130	0.0526
				85	0.001	0.0004
				331	0.115	0.0465
				332	0.001	0.0004
				192/1431	0.085	0.0344
				192	0.680	0.2752
				266	0.025	0.0101
				265	0.105	0.0425
				265/1346	0.270	0.1093
				263	0.020	0.0081
				264	0.103	0.0417
				264/1345	0.090	0.0364
				277	0.006	0.0024
				282/1350	0.150	0.0607
				282	0.068	0.0275
				1351	0.200	0.0809
				281	0.082	0.0332
				279	0.003	0.0012
				280	0.125	0.0506
				289	0.150	0.0607
				295/1353	0.024	0.0097
				290	0.150	0.0607
				295	0.010	0.0041
				294	0.190	0.0769
				293	0.090	0.0364
				311	0.001	0.0004
				316	0.152	0.0617
				317	0.050	0.0202
				315	0.023	0.0093
				318	0.090	0.0364
				321	0.175	0.0708
				319	0.012	0.0049
				320	0.033	0.0134

				323	0.160	0.0648
				325	0.135	0.0546
				326	0.270	0.1093
				327	0.020	0.0081
				705	0.050	0.0202
				707	0.002	0.0008
				706	0.370	0.1497
				708	0.185	0.0749
हरीनघाटा	चक बिरही	१३	एल.आर.	47	0.010	0.0041
				49	0.020	0.0081
				50	0.142	0.0575
				51	0.170	0.0688
				52	0.035	0.0142
				142	0.005	0.0020
				143	0.135	0.0546
				144	0.095	0.0385
				147	0.200	0.0809
				148	0.013	0.0053
				149	0.095	0.0385
				150	0.020	0.0081
				179	0.010	0.0041
				184	0.220	0.0890
				185	0.050	0.0202
				188	0.015	0.0061
				189	0.080	0.0324
				190	0.145	0.0587
				191	0.055	0.0223
				202	0.185	0.0749
				203	0.090	0.0364
				204	0.190	0.0769
				205	0.025	0.0101
				206	0.010	0.0041
				207	0.015	0.0061
				208	0.080	0.0324
				209	0.002	0.0008
				203/240	0.025	0.0101
				166/267	0.045	0.0182
				148/251	0.005	0.0020
				151/243	0.130	0.0526
				49/245	0.195	0.0789

				49/269	0.105	0.0425
				49/270	0.095	0.0385
हरीनघाटा	बाहिर सोनाखलि	१५	एल.आर.	176	0.045	0.0182
				191	0.185	0.0749
				192	0.055	0.0223
				193	0.040	0.0162
				194	0.092	0.0372
				198	0.070	0.0283
				199	0.069	0.0279
				200	0.020	0.0081
				201	0.450	0.1821
				207	0.056	0.0227
				208	0.070	0.0283
				209	0.040	0.0162
				210	0.025	0.0101
				211	0.057	0.0231
				212	0.035	0.0142
				221	0.060	0.0243
				222	0.070	0.0283
				223	0.015	0.0061
				225	0.010	0.0041
				226	0.002	0.0008
				227	0.060	0.0243
				228	0.025	0.0101
				229	0.020	0.0081
				230	0.045	0.0182
				231	0.020	0.0081
				232	0.001	0.0004
				234	0.005	0.0020
				236	0.080	0.0324
				237	0.006	0.0024
				238	0.005	0.0020
				241	0.010	0.0041
				242	0.070	0.0283
				244	0.070	0.0283
				246	0.060	0.0243
				247	0.080	0.0324
				546	0.002	0.0008
				547	0.120	0.0486
				553	0.001	0.0004
				554	0.065	0.0263

				555	0.095	0.0385
				556	0.096	0.0389
				557	0.030	0.0121
				558	0.001	0.0004
				559	0.225	0.0911
				560	0.030	0.0121
				568	0.220	0.0890
				586	0.029	0.0117
				588	0.020	0.0081
				235/646	0.130	0.0526
				236/648	0.020	0.0081
				236/649	0.070	0.0283
				546/685	0.016	0.0065
				546/686	0.007	0.0028
				546/687	0.029	0.0117
				547/689	0.095	0.0385
				588/693	0.170	0.0688
				207/645	0.003	0.0012
हरीनघाटा	हाज़राबेलिया	२२	एल.आर.	322	0.520	0.2104
				395	0.150	0.0607
				396	0.065	0.0263
				397	0.250	0.1012
				401	0.025	0.0101
				419	0.092	0.0372
				420	0.075	0.0304
				422	0.090	0.0364
				423	0.065	0.0263
				424	0.023	0.0093
				449	0.003	0.0012
				450	0.110	0.0445
				451	0.255	0.1032
				454	0.180	0.0729
				456	0.020	0.0081
				464	0.185	0.0749
				465	0.150	0.0607
				466	0.130	0.0526
				467	0.028	0.0111
				470	0.002	0.0008
				471	0.021	0.0085

हरीनघाटा	बसंतपूर	२१	एल.आर.	449	0.130	0.0526
				450	0.120	0.0486
				442	0.005	0.0020
				446	0.295	0.1194
				445	0.035	0.0142
				463	0.035	0.0142
				464	0.140	0.0567
				465	0.275	0.1113
				471	0.032	0.0129
				470	0.010	0.0040
				472	0.135	0.0546
				435	0.513	0.2076
				474	0.005	0.0020
				418	0.001	0.0004
				417	0.015	0.0061
				416	0.055	0.0223
				413	0.050	0.0202
				412	0.150	0.0607
				386	0.210	0.0850
				387	0.080	0.0324
				385	0.030	0.0121
				384	0.130	0.0526
				388	0.075	0.0304
				382	0.065	0.0263
				381	0.038	0.0154
				375	0.055	0.0223
				376	0.146	0.0591
				380	0.002	0.0008
				377	0.075	0.0304
				378	0.132	0.0534
				369	0.093	0.0376
				366	0.145	0.0587
				368	0.005	0.0020
				367	0.046	0.0186
				352	0.050	0.0202
				329	0.203	0.0822
				330	0.132	0.0534
				332	0.030	0.0121
				332/704	0.190	0.0769

हरीनघाटा	उत्तर दत्तापारा	२५	आर.एस.	827	0.307	0.1242
				1098	0.047	0.0190
				1099	0.204	0.0827
				1100	0.085	0.0344
				1096	0.030	0.0121
				1095	0.260	0.1052
				1083	0.012	0.0048
				1085	0.090	0.0364
				1094	0.011	0.0046
				1087	0.063	0.0255
				1086	0.056	0.0227
				1069	0.102	0.0412
				1068	0.177	0.0716
				1118	0.222	0.0899
				1119	0.143	0.0580
				1064	0.020	0.0081
				1120	0.010	0.0042
				1130/3978	0.075	0.0304
				1130	0.130	0.0526
				1131	0.042	0.0170
				1164	0.120	0.0486
				1133	0.030	0.0121
				1165	0.013	0.0053
				1163	0.072	0.0291
				1134	0.124	0.0502
				1162	0.023	0.0094
				1161	0.002	0.0007
				1158	0.102	0.0414
				1157	0.049	0.0200
				1159	0.043	0.0173
				1156	0.020	0.0081
				1155	0.045	0.0181
				1154	0.060	0.0243
				1376	0.239	0.0969
				1378	0.008	0.0033
				1379	0.020	0.0081
				1380	0.330	0.1335
				2446	0.075	0.0304
				1386	0.065	0.0263
				1387	0.015	0.0061

				2443	0.080	0.0324
				2442	0.120	0.0486
				1388	0.002	0.0009
				2441	0.112	0.0453
				2440	0.080	0.0324
				2439	0.003	0.0013
				2438	0.042	0.0171
				2436	0.102	0.0414
				1463	0.060	0.0243
				1464	0.050	0.0201
				2435	0.095	0.0386
				1465	0.002	0.0008
				1466	0.168	0.0681
				1467	0.175	0.0708
				1468	0.078	0.0316
				1469	0.082	0.0332
				1470	0.040	0.0163
				1471	0.056	0.0225
				1476	0.100	0.0406
				1478	0.082	0.0330
				1479	0.040	0.0164
				2263	0.005	0.0020
				2116	0.030	0.0121
				2120/3986	0.070	0.0283
				2115	0.021	0.0086
				2114	0.017	0.0069
				2113	0.007	0.0027
				2121	0.081	0.0327
				2122	0.002	0.0008
				2131	0.068	0.0277
				2132	0.077	0.0313
				2133	0.019	0.0077
				2136	0.093	0.0377
				2135	0.091	0.0368
				2140	0.037	0.0151
				2141	0.088	0.0357
				2142	0.101	0.0410
				2143	0.042	0.0170
				2144	0.015	0.0060
				1515/4006	0.035	0.0142
				2096	0.113	0.0457

				2095	0.190	0.0769
				2094	0.026	0.0104
				2093	0.010	0.0039
हरीनघाटा	उत्तर दत्तापारा	२५	एल.आर.	2889	0.070	0.0283
				2890	0.072	0.0291
				2891	0.063	0.0256
				2892	0.066	0.0268
				2897	0.082	0.0331
				2898	0.002	0.0009
				2898/3916	0.077	0.0312
				2899	0.044	0.0178
				2901	0.034	0.0137
				2902	0.029	0.0116
				2903	0.045	0.0182
				2905	0.040	0.0161
				2906	0.043	0.0173
				2907	0.113	0.0456
				2913	0.045	0.0182
				2912	0.045	0.0182
				2918	0.051	0.0206
				2919	0.038	0.0155
				2920	0.030	0.0120
				2926	0.011	0.0043
				2925	0.263	0.1065
				2927	0.008	0.0032
				2929	0.060	0.0243
				2930	0.023	0.0093
				2931	0.026	0.0103
				2933	0.025	0.0100
				3784	0.035	0.0140
				3783	0.040	0.0162
				3782	0.035	0.0142
				2934	0.023	0.0093
				3780	0.013	0.0053
				3781	0.110	0.0445
				3822	0.036	0.0145
				3823	0.086	0.0346
				2935	0.013	0.0053
				2936	0.007	0.0028
				3824	0.079	0.0320

				3825	0.087	0.0354
				3826	0.095	0.0384
				3827	0.079	0.0318
				3829	0.105	0.0425
				3828	0.150	0.0607
				3830	0.040	0.0162
हरीनघाटा	माध पूर	३८	एल.आर.	764/1173	0.305	0.1234
				763	0.020	0.0081
				764	0.265	0.1072
				798	0.165	0.0668
				799	0.095	0.0384
				800	0.020	0.0081
				809	0.012	0.0049
				809/1391	0.110	0.0445
				808	0.063	0.0255
				810	0.133	0.0538
				818	0.005	0.0020
				811	0.080	0.0324
				812	0.070	0.0283
				816	0.035	0.0142
				813	0.210	0.0850
				814	0.035	0.0142
				862	0.055	0.0223
				831	0.107	0.0431
				832	0.015	0.0059
				861	0.040	0.0162
				852	0.510	0.2064
				851	0.127	0.0514
				853	0.173	0.0699
				941	0.070	0.0283
				942	0.210	0.0850
				943	0.050	0.0202
				951	0.170	0.0688
				944	0.112	0.0453
				946	0.010	0.0040
				945	0.050	0.0202
				948	0.003	0.0012
				950	0.029	0.0117
				959	0.215	0.0870
				960	0.119	0.0482
				961	0.035	0.0142

				964	0.190	0.0769
				986	0.130	0.0526
				986/1238	0.135	0.0546
				979	0.001	0.0003
				983	0.148	0.0598
				982	0.150	0.0607
				981	0.005	0.0020
				1079	0.010	0.0040
				1080	0.111	0.0451
				1081/1393	0.120	0.0486
				1081	0.045	0.0182
				1082	0.059	0.0237
				1083	0.005	0.0019
				1085	0.870	0.3521
				1131	0.050	0.0202
				1132	0.050	0.0202
				1133	0.024	0.0097
हरीनघाटा	बामन बारिया	३९	एल.आर.	1109	0.015	0.0061
				284/1110	0.038	0.0155
				284/1111	0.052	0.0212
				1112	0.065	0.0263
				284/1113	0.230	0.0931
				284/1117	0.285	0.1153
				284/1119	0.455	0.1840
				284/1118	0.012	0.0049
				285/1025	0.250	0.1012
				285	0.050	0.0202
हरीनघाटा	कष्टदांगा	३७	एल.आर.	750/2506	0.290	0.1174
				1258	0.079	0.0321
				1259	0.250	0.1012
				1268	0.129	0.0522
				1269	0.146	0.0592
				1270	0.054	0.0217
				1279	0.052	0.0212
				1280	0.029	0.0119
				1281	0.030	0.0121
				1283	0.018	0.0072
				1282	0.026	0.0106
				1286	0.005	0.0022
				1401	0.185	0.0749

				1402	0.130	0.0526
				1403	0.023	0.0093
हरीनघाटा	जुलकरमपुर	३६	एल.आर.	967	0.030	0.0121
				983	0.030	0.0121
				984	0.040	0.0162
				985	0.041	0.0165
				986	0.052	0.0211
				989	0.270	0.1093
				996	0.275	0.1112
				1910	0.135	0.0546
				997	0.131	0.0531
				1909	0.138	0.0557
				1058	0.015	0.0059
				1060	0.030	0.0121
				1061	0.056	0.0227
				1064	0.160	0.0646
				1066	0.078	0.0316
				1069	0.051	0.0206
				1070	0.169	0.0685
				1071	0.002	0.0008
				1079	0.061	0.0248
				1080	0.070	0.0283
				1081	0.055	0.0224
				1082	0.076	0.0306
				1084	0.110	0.0444
				1085	0.002	0.0008
				1086	0.124	0.0503
				1091	0.014	0.0057
				1090	0.035	0.0143
				1089	0.028	0.0113
				1092	0.025	0.0101
				1093	0.127	0.0513
				1095	0.095	0.0385
				1103	0.090	0.0364
				1102	0.095	0.0384
				1101	0.087	0.0351
				1100	0.012	0.0049
				1110	0.052	0.0209
				1160	0.002	0.0008
				1111	0.039	0.0158
				1159	0.003	0.0012

				1156	0.030	0.0121
				1113	0.014	0.0057
				1112	0.029	0.0117
				1117	0.005	0.0021
				1154	0.027	0.0108
				1153	0.041	0.0168
				1152	0.050	0.0204
				1150	0.155	0.0625
				1150/1917	0.005	0.0019
				1149	0.061	0.0247
				1146	0.023	0.0092
				1147	0.020	0.0082
				1144	0.039	0.0159
				1142	0.042	0.0170
				1141	0.008	0.0032
				1139	0.001	0.0004
				1138	0.045	0.0183
				1135	0.037	0.0149
				1137	0.110	0.0445
				1136	0.035	0.0142
				1304	0.170	0.0688
हरीनघाटा	सेकेन्द्रपुर	३५	एल.आर.	22	0.240	0.0971
				23	0.001	0.0004
				24	0.010	0.0040
				25	0.061	0.0247
				21	0.248	0.1005
				157	0.158	0.0639
				156	0.023	0.0093
				152	0.037	0.0150
				151	0.010	0.0040
				155	0.028	0.0113
				153	0.080	0.0323
				148	0.130	0.0526
				146	0.062	0.0250
				145	0.007	0.0027
				144	0.030	0.0121
				331	0.138	0.0558
				135	0.029	0.0117
				132	0.018	0.0073
				172	0.003	0.0011

				134	0.080	0.0322
				173	0.089	0.0359
				175	0.135	0.0546
				179	0.120	0.0486
				180	0.110	0.0445
				183	0.090	0.0364
				184	0.090	0.0365
				192	0.012	0.0049
				191	0.175	0.0708
				195	0.035	0.0142
				196	0.025	0.0101
				202	0.175	0.0708
				201	0.080	0.0324
				200	0.001	0.0004
				203	0.133	0.0539
				208	0.130	0.0524
				215	0.124	0.0500
				216	0.085	0.0344
				214	0.151	0.0610
				221	0.104	0.0420
				223	0.113	0.0459
				230	0.012	0.0049
				224	0.105	0.0425
				225	0.115	0.0465
				228	0.220	0.0890
				249	0.147	0.0594
				248	0.086	0.0347
				250	0.126	0.0509
				252	0.122	0.0493
				253	0.133	0.0540
				254	0.069	0.0279
				255	0.110	0.0444
				256	0.125	0.0506
				1365	0.385	0.1558
				1367	0.192	0.0775
				1370	0.045	0.0182
				1371	0.050	0.0202
				1372	0.051	0.0205
				1373	0.040	0.0164
				1391	0.050	0.0202
				1392	0.058	0.0234

				1393	0.070	0.0283
				1395	0.030	0.0121
				2541	0.229	0.0929
				2547	0.002	0.0008
				2548	0.026	0.0106
				2588	0.125	0.0507
				2589	0.100	0.0405
				2590	0.092	0.0372
				2602	0.155	0.0626
				2603	0.193	0.0781
				2604	0.064	0.0260
				2605	0.044	0.0180
				2599	0.019	0.0075
				2901	0.158	0.0640
				2902	0.065	0.0263
				2903	0.055	0.0224
				2904	0.041	0.0165
				2905	0.108	0.0435
				2906	0.010	0.0040
				2907	0.072	0.0291
				2925	0.026	0.0103
				2924	0.190	0.0769
				2908	0.002	0.0008
				2921	0.055	0.0221
				2922	0.178	0.0720
				2988	0.010	0.0040
				2920	0.055	0.0221
				2989	0.060	0.0243
				2990	0.181	0.0731
				2972	0.002	0.0008
				2991	0.025	0.0101
				2992	0.120	0.0487
				2994	0.019	0.0077
				2993	0.205	0.0830
				3010	0.045	0.0182
				3013	0.005	0.0022
				3011	0.087	0.0354
				3012	0.006	0.0023
				3009	0.001	0.0006
				3026	0.170	0.0688

				3030	0.075	0.0304
				3031	0.015	0.0061
				3029	0.165	0.0668
				3060	0.015	0.0061
				3028	0.015	0.0061
				3060/3622	0.275	0.1113
				3059	0.195	0.0789
				3058	0.155	0.0627
				3051	0.032	0.0129
				3052	0.092	0.0372
				3057	0.001	0.0004
				3053	0.160	0.0647
				3054	0.180	0.0728
				3055	0.049	0.0196
				3457	0.127	0.0515
				3458	0.140	0.0567
				3602	0.108	0.0437
				3603	0.220	0.0890
				3604	0.257	0.1042
				3585	0.070	0.0283
				3584	0.242	0.0978
				3575	0.164	0.0665
				3620	0.526	0.2131
हरीनघाटा	सूबुद्धिपूर	३३	एल.आर.	358	0.025	0.0101
				359	0.030	0.0123
				360	0.023	0.0093
				366	0.030	0.0121
				368	0.076	0.0306
				369	0.075	0.0304
				373	0.071	0.0288
				374	0.123	0.0497
				375	0.120	0.0486
				381	0.140	0.0567
				380	0.001	0.0004
				382	0.055	0.0223
				383	0.120	0.0486
				384	0.022	0.0089
				385	0.200	0.0809
				386	0.225	0.0911
				388	0.325	0.1315
				389	0.001	0.0004

				396	0.040	0.0161
				397	0.236	0.0954
				399	0.210	0.0850
				402	0.143	0.0578
				445/2248	0.022	0.0088
				401	0.041	0.0165
				403	0.270	0.1093
				404	0.015	0.0061
				405	0.174	0.0703
				414	0.170	0.0688
				417	0.116	0.0468
				418	0.200	0.0809
				2128	0.185	0.0749
				2129	0.200	0.0809
				2186	0.045	0.0182
				2185	0.290	0.1174
				2184	0.197	0.0797
				2187	0.117	0.0473
				2188	0.215	0.0870
हरीनघाटा	पुरबा सातबेड़िया	३४	एल.आर.	379/543	0.220	0.0890
				379/544	0.185	0.0751
				380	0.085	0.0344
				381	0.090	0.0364
				375	0.035	0.0140
				374	0.110	0.0445
				308	0.290	0.1174
				309	0.020	0.0081
				371	0.225	0.0911
				370	0.162	0.0654
				368	0.050	0.0202
				369	0.120	0.0486
				364	0.192	0.0778
				363	0.015	0.0060
				316	0.155	0.0629
				362	0.010	0.0040
				360	0.002	0.0008
				361	0.185	0.0748
				359	0.120	0.0486
				358	0.025	0.0102
				353	0.105	0.0425

				351	0.023	0.0092
				354	0.065	0.0263
				355	0.276	0.1116
				345	0.136	0.0551
				344	0.215	0.0870
				482	0.104	0.0423
				483	0.200	0.0809
				343	0.105	0.0425
				494	0.072	0.0293
				181/499	0.400	0.1619

[फा. सं. एल –14014/36/2023-जीपी-II (ई-48371)]

रामजीलाल मीना, अवर सचिव

New Delhi, the 18th December, 2023

S.O. 08.—Whereas it appears to the Government of India that it is necessary in public interest that for transportation of natural gas through Kanai Chatta – Srirampur” Natural Gas Pipeline (Phase-1) Project in the State of West Bengal, a pipeline should be laid by Hooghly Pipelines Private Limited (HPPL), a Consortium of H-Energy and H-Energy East Coast Pvt Ltd.

And, whereas it appears to Government of India that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962) Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date of which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of User therein for laying of the pipeline under the land to Competent Authority, Hooghly Pipelines Private Limited (HPPL), a Consortium of H-Energy and H-Energy East Coast Pvt Ltd., State of West Bengal.

SCHEDULE

KANAI CHATTA – SRIRAMPUR NATURAL GAS PIPE LINE PROJECT

SCHEDULE

District : Nadia				State : West Bengal		
Thana	Village/Mouza	JL No.	MAP	Plot No	Area	
					Acre	Hectare
1	2	3	4	5	6	
Chakdaha	Shrikrishnapur Char	189	RS	1	0.323	0.1307
				184	0.254	0.1028
				183	0.090	0.0364
				182	0.135	0.0546
				20	0.001	0.0004
				21	0.010	0.0040
				22	0.040	0.0162
				23	0.055	0.0223

				26	0.122	0.0494
				27	0.045	0.0182
				28	0.077	0.0312
				29	0.072	0.0291
				30	0.068	0.0275
				31	0.094	0.0380
				32	0.117	0.0473
				33	0.102	0.0413
				34	0.085	0.0344
				35	0.080	0.0324
				36	0.090	0.0364
				53	0.091	0.0368
				58	0.050	0.0202
				59	0.054	0.0219
				61	0.122	0.0494
				62	0.150	0.0607
				63	0.083	0.0336
				65	0.038	0.0154
				66	0.032	0.0130
				67	0.099	0.0401
				81	0.220	0.0890
				314	0.050	0.0202
				315	0.118	0.0478
				316	0.126	0.0510
				317	0.059	0.0239
				318/768	0.059	0.0239
				320	0.116	0.0469
				325	0.131	0.0530
				326	0.144	0.0583
				329	0.139	0.0563
				331	0.067	0.0271
				338	0.047	0.0190
				339	0.012	0.0049
				346	0.090	0.0364
				349	0.094	0.0380
				350	0.262	0.1060
				353	0.061	0.0247
				354	0.137	0.0554
				357	0.099	0.0401
				358	0.077	0.0312
				361	0.092	0.0372
				362	0.042	0.0170
				363	0.054	0.0219
				364	0.121	0.0490
				365	0.174	0.0704
				366	0.112	0.0453
				367	0.083	0.0336

				368	0.084	0.0340
				369	0.210	0.0850
				370	0.097	0.0393
				457	0.355	0.1437
				763	0.025	0.0101
				480	0.192	0.0777
				479	0.148	0.0599
				478	0.150	0.0607
				477	0.150	0.0607
				476	0.131	0.0530
				475	0.107	0.0433
				474	0.054	0.0219
				473	0.057	0.0231
				472	0.047	0.0190
				471	0.122	0.0494
				470	0.084	0.0340
				469	0.046	0.0186
				468	0.123	0.0498
				467	0.041	0.0166
				466	0.095	0.0384
				465	0.130	0.0526
				464	0.036	0.0146
				463	0.035	0.0142
				462	0.046	0.0186
				461	0.044	0.0178
				460	0.048	0.0194
				459	0.058	0.0235
				458	0.055	0.0223
				1292	0.080	0.0324
				1293	0.095	0.0384
				1294	0.120	0.0486
				1295	0.202	0.0817
				1296	0.111	0.0449
				1297	0.147	0.0595
				1298	0.068	0.0275
				1299	0.015	0.0061
				1503	0.080	0.0324
				1781/2080	0.010	0.0040
				1810/2083	0.015	0.0061
				1781	0.209	0.0846
				1780	0.045	0.0182
				1779	0.083	0.0336
				1778	0.075	0.0304
				1773	0.201	0.0813
				1771	0.214	0.0866
				1750	0.204	0.0826

				1751	0.085	0.0344
				1752	0.075	0.0304
				1741	0.105	0.0425
				1742	0.098	0.0397
				1740	0.060	0.0243
				1726	0.116	0.0469
				1725	0.107	0.0433
				1703	0.106	0.0429
				1702	0.093	0.0376
				1701	0.085	0.0344
				1693	0.069	0.0279
				1694	0.054	0.0219
				1696	0.225	0.0911
				1695/2111	0.007	0.0028
				1682/2110	0.014	0.0057
				1681	0.079	0.0320
				1680	0.098	0.0397
				1682	0.020	0.0081
				1678	0.106	0.0429
				1672	0.254	0.1028
				1668	0.086	0.0348
				1667	0.075	0.0304
				1666	0.088	0.0356
				1662	0.106	0.0429
				1648	0.317	0.1283
				1620	0.025	0.0101
				1621	0.027	0.0109
				1622	0.024	0.0097
				1623	0.029	0.0117
				1624	0.025	0.0101
				1645	0.090	0.0364
				1625	0.092	0.0372
				1644	0.005	0.0020
				1643	0.035	0.0142
				1642	0.050	0.0202
				1641	0.007	0.0028
				1640	0.320	0.1295
				1639	0.128	0.0518
				1638	0.095	0.0384
				1637	0.020	0.0081
				2027	0.088	0.0356
				2024	0.050	0.0202
				2023	0.001	0.0004
				2025	0.195	0.0789

				2026	0.070	0.0283
				2019	0.035	0.0142
				2014	0.150	0.0607
				2028	0.026	0.0105
				2030	0.410	0.1659
				2066	0.005	0.0020
				2031	0.020	0.0081
				2032	0.015	0.0061
				2033	0.001	0.0004
				2065	0.065	0.0263
				2064	0.074	0.0299
				2063	0.253	0.1024
				2062	0.081	0.0328
				2061	0.155	0.0627
				2060	0.158	0.0639
Chakdaha	Shrikrishnapur Char	189	LR	3742	0.233	0.0943
				3741	0.197	0.0797
				3740	0.167	0.0676
				3739	0.273	0.1105
				3762	0.045	0.0182
				3763	0.038	0.0154
				3764	0.040	0.0162
				3765	0.040	0.0162
				3786	0.038	0.0154
				3785	0.075	0.0304
				3784	0.130	0.0526
				3783	0.060	0.0243
				3782	0.075	0.0304
				3781	0.245	0.0992
				3790	0.068	0.0275
				3791	0.048	0.0194
				3792	0.045	0.0182
				3796	0.034	0.0138
				3797	0.035	0.0142
				3801	0.040	0.0162
				3802	0.027	0.0109
				3805	0.048	0.0194
				3806	0.038	0.0154
				3807	0.068	0.0275
				3812	0.027	0.0109
				3813	0.024	0.0097
				3814	0.027	0.0109
				3815	0.035	0.0142
				3818	0.046	0.0186
				3844	0.027	0.0109

				3843	0.055	0.0223
				3842	0.057	0.0231
				3841	0.460	0.1862
				3830	0.005	0.0020
				3839	0.046	0.0186
				3831	0.110	0.0445
				3832	0.080	0.0324
				3837	0.035	0.0142
				3838	0.025	0.0101
				3859	0.062	0.0251
				3886	0.050	0.0202
				3885	0.052	0.0210
				3884	0.035	0.0142
				3883	0.020	0.0081
				3882	0.025	0.0101
				3881	0.055	0.0223
				3880	0.090	0.0364
				3879	0.060	0.0243
				3878	0.007	0.0028
				3892	0.425	0.1720
				3893	0.019	0.0077
				3888	0.002	0.0008
				3966	0.018	0.0073
				3891	0.128	0.0518
				3967	0.010	0.0040
Chakdaha	PRIYANAGAR	39	LR	571	0.020	0.0081
				572	0.024	0.0097
				569	0.041	0.0166
				568	0.072	0.0291
				574	0.155	0.0627
				575	0.186	0.0753
				580	0.097	0.0393
				583	0.103	0.0417
				582	0.146	0.0591
				637	0.073	0.0295
				639	0.178	0.0720
				638	0.010	0.0041
				640	0.034	0.0138
				668	0.041	0.0166
				667	0.201	0.0813
				664	0.019	0.0077
				666	0.001	0.0004
				665	0.215	0.0870
				672	0.035	0.0142

				676	0.117	0.0474
				673	0.001	0.0004
				675	0.147	0.0595
				680	0.128	0.0518
				679	0.080	0.0324
				688	0.043	0.0174
				689	0.046	0.0186
				690	0.162	0.0656
				695	0.083	0.0336
				696	0.033	0.0134
				694	0.071	0.0287
				697	0.054	0.0219
Chakdaha	CHANDURIA	38	LR	1406	0.093	0.0376
				1405	0.071	0.0287
				1404	0.010	0.0041
				1407	0.005	0.0020
				1410	0.248	0.1004
				1411	0.200	0.0809
				1409	0.028	0.0113
				1431	0.226	0.0915
				1426	0.082	0.0332
				1425	0.141	0.0571
				1420	0.001	0.0004
				1421	0.037	0.0150
				1423	0.084	0.0340
				1424	0.073	0.0295
				1521	0.092	0.0372
				1522	0.010	0.0041
				1523	0.223	0.0903
				1524	0.221	0.0894
				1525	0.064	0.0259
				1509	0.030	0.0121
				1505	0.125	0.0506
				1506	0.120	0.0486
				1504	0.041	0.0166
				1507	0.258	0.1044
				1495	0.030	0.0121
				1496	0.150	0.0607
				1480	0.022	0.0089
				1479	0.055	0.0223
				1478	0.094	0.0380
				1476	0.035	0.0142
				1477	0.158	0.0639
				1475	0.242	0.0979
				1658	0.011	0.0045
				1474	0.021	0.0085
				1659	0.161	0.0652

Chakdaha	KAUTUKPUR	97	LR	345	0.026	0.0105
				344	0.151	0.0611
				342	0.045	0.0182
				343	0.145	0.0587
				340	0.055	0.0223
				333	0.340	0.1376
				334	0.033	0.0134
				337	0.082	0.0332
				336	0.014	0.0057
				391	0.083	0.0336
				211	0.142	0.0575
				392	0.001	0.0004
				209	0.001	0.0004
				210	0.146	0.0591
				208	0.014	0.0057
				207	0.152	0.0615
				206	0.096	0.0389
				194	0.123	0.0498
				195	0.094	0.0380
				193	0.155	0.0627
				191	0.038	0.0154
				1	0.110	0.0445
				190	0.061	0.0247
				188	0.146	0.0591
				729	0.035	0.0142
				730	0.203	0.0822
				732	0.095	0.0385
Chakdaha	UCHITPUR	98	LR	3	0.010	0.0041
				5	0.101	0.0409
				7	0.142	0.0575
				270	0.152	0.0615
				269	0.143	0.0579
				273	0.196	0.0793
				274	0.015	0.0061
				277	0.379	0.1534
				276	0.056	0.0227
				282	0.151	0.0611
				261	0.029	0.0117
				254	0.236	0.0955
				255	0.001	0.0004
				256	0.078	0.0316
				241	0.214	0.0866
				257	0.033	0.0134
				240	0.005	0.0020

				239	0.204	0.0826
				259	0.013	0.0053
				238	0.109	0.0441
				160	0.212	0.0858
				161	0.127	0.0514
				162	0.064	0.0259
				163	0.150	0.0607
				232	0.005	0.0020
				164	0.003	0.0012
				224	0.216	0.0874
				165/556	0.001	0.0004
				223	0.039	0.0158
				226	0.080	0.0324
				225	0.019	0.0077
				227	0.012	0.0049
				222	0.145	0.0587
				228	0.056	0.0227
				515	0.013	0.0053
				516	0.104	0.0421
				514	0.093	0.0376
				513	0.081	0.0328
				512	0.076	0.0308
				517	0.005	0.0020
				511	0.095	0.0385
				511/557	0.026	0.0105
				508	0.122	0.0494
				507	0.091	0.0368
				527	0.102	0.0413
				506	0.001	0.0004
				532	0.172	0.0696
				533	0.107	0.0433
				531	0.003	0.0012
				534	0.132	0.0534
				535	0.105	0.0425
				530	0.020	0.0081
Chakdaha	RAMESWARPUR	100	LR	20	0.231	0.0935
				21	0.154	0.0623
				22	0.003	0.0012
				45	0.064	0.0259
				16	0.120	0.0486
				57	0.034	0.0138
				46	0.047	0.0190
				48	0.105	0.0425
				49	0.075	0.0304
				50	0.171	0.0692

				40	0.119	0.0482
				39	0.178	0.0720
				51	0.010	0.0041
				189	0.031	0.0126
				190	0.173	0.0700
				185	0.130	0.0526
				204	0.215	0.0870
				205	0.135	0.0546
				224	0.121	0.0490
				225	0.001	0.0004
				223	0.057	0.0231
				226	0.135	0.0546
				222	0.177	0.0716
				276	0.002	0.0008
				277	0.205	0.0830
				278	0.025	0.0101
				281	0.363	0.1469
				282	0.015	0.0061
				293	0.502	0.2032
				313	0.110	0.0445
				314	0.089	0.0360
				319	0.002	0.0008
				318	0.019	0.0077
				317	0.265	0.1073
				334	0.335	0.1356
				335	0.163	0.0660
				337	0.009	0.0036
				336	0.017	0.0069
Chakdaha	HARISHPUR	101	LR	539	0.119	0.0482
				538	0.001	0.0004
				542	0.214	0.0866
				543	0.026	0.0105
				541	0.020	0.0081
				544	0.093	0.0376
				545	0.170	0.0688
				546	0.002	0.0008
				566	0.004	0.0016
				559	0.199	0.0805
				552	0.029	0.0117
				551/600	0.126	0.0510
				553	0.023	0.0093
				554	0.155	0.0627
				555	0.060	0.0243

Chakdaha	ATALIYA	102	LR	37/550	0.018	0.0073
				36	0.165	0.0668
				38	0.530	0.2145
				44	0.197	0.0797
				43	0.009	0.0036
				56	0.174	0.0704
				55	0.002	0.0008
				57	0.053	0.0214
				58	0.171	0.0692
				59	0.126	0.0510
				83	0.139	0.0563
				68	0.156	0.0631
				77	0.193	0.0781
				69	0.151	0.0611
				76	0.142	0.0575
				333	0.021	0.0085
				339	0.034	0.0138
				75	0.205	0.0830
				74	0.058	0.0235
Chakdaha	NARAPATIPARA	103	LR	1468	0.280	0.1133
				1469	0.080	0.0324
				1470	0.150	0.0607
				1471	0.010	0.0040
				1472	0.060	0.0243
				1473	0.017	0.0069
				1474	0.215	0.0870
				1476	0.140	0.0567
				1477	0.110	0.0445
				1478	0.010	0.0040
				1504	0.075	0.0304
				1754	0.030	0.0121
				1772	0.345	0.1396
				1774	0.027	0.0109
				1775	0.020	0.0081
				1776	0.520	0.2104
				1778	0.215	0.0870
Haringhata	CHANDIRAMPUR	5	LR	45	0.035	0.0142
				46	0.005	0.0020
				48	0.065	0.0263
				65	0.018	0.0073
				66	0.350	0.1417
				68	0.150	0.0607
				69	0.213	0.0862
				70	0.010	0.0041
				71	0.020	0.0081

				77	0.007	0.0028
				78	0.110	0.0445
				79	0.190	0.0769
				80	0.112	0.0453
				81	0.100	0.0405
				83	0.065	0.0263
				425	0.010	0.0041
				427	0.075	0.0304
				428	0.035	0.0142
				429	0.180	0.0729
				430	0.135	0.0546
				432	0.100	0.0405
				463	0.145	0.0587
				464	0.015	0.0061
				465	0.110	0.0445
				466	0.115	0.0465
				475	0.165	0.0668
				476	0.285	0.1153
				477	0.008	0.0032
				478	0.055	0.0223
				482	0.172	0.0696
				585	0.327	0.1323
				586	0.230	0.0931
				589	0.135	0.0546
				591	0.110	0.0445
				592	0.080	0.0324
				599	0.010	0.0041
				607	0.020	0.0081
				612	0.220	0.0890
				613	0.048	0.0194
				614	0.265	0.1073
				615	0.090	0.0364
				616	0.038	0.0154
				617	0.035	0.0142
				621	0.145	0.0587
				622	0.125	0.0506
				623	0.185	0.0749
				624	0.125	0.0506
				625	0.002	0.0008
				788	0.045	0.0182
				800	0.002	0.0008
				46/2155	0.110	0.0445
				46/2156	0.130	0.0526
				427/2348	0.180	0.0729

Haringhata	BIROHI	4	LR	346	0.103	0.0417
				374	0.112	0.0453
				375	0.010	0.0041
				378	0.152	0.0615
				381	0.058	0.0235
				382	0.140	0.0567
				383	0.010	0.0041
				387	0.130	0.0526
				388	0.122	0.0494
				389	0.085	0.0344
				410	0.047	0.0190
				440	0.032	0.0130
				441	0.170	0.0688
				442	0.133	0.0538
				449	0.053	0.0215
				659	0.070	0.0283
				660	0.150	0.0607
				663	0.017	0.0069
				664	0.225	0.0911
				665	0.005	0.0020
				688	0.320	0.1295
				689	0.001	0.0004
				702	0.025	0.0101
				703	0.075	0.0304
				704	0.160	0.0648
				715	0.018	0.0071
				716	0.270	0.1093
				718	0.085	0.0344
				719	0.115	0.0465
				720	0.107	0.0433
				721	0.060	0.0243
				722	0.020	0.0081
				905	0.100	0.0405
				906	0.245	0.0992
				907	0.120	0.0486
				909	0.070	0.0283
				910	0.001	0.0004
				912	0.085	0.0344
				913	0.100	0.0405
				914	0.015	0.0061
				915	0.001	0.0004
				920	0.001	0.0004
				921	0.130	0.0526
				928	0.110	0.0445
				929	0.040	0.0162

				939	0.100	0.0405
				940	0.230	0.0931
				941	0.095	0.0385
				942	0.010	0.0041
				943	0.001	0.0004
				1000	0.045	0.0182
Haringhata	SONAKHALI	3	LR	216	0.165	0.0668
				217	0.113	0.0457
				225	0.001	0.0004
				226	0.405	0.1639
				227	0.280	0.1133
				241	0.005	0.0020
				247	0.015	0.0061
				249	0.185	0.0749
				250	0.052	0.0210
				258	0.320	0.1295
				259	0.002	0.0008
				261	0.200	0.0809
				262	0.105	0.0425
				263	0.100	0.0405
				264	0.007	0.0028
				258/557	0.004	0.0016
				1196	0.001	0.0004
				258/556	0.080	0.0324
				258/558	0.055	0.0223
				258/1158	0.070	0.0283
				258/559	0.170	0.0688
Haringhata	UTTAR RAJAPUR	12	LR	5	0.240	0.0971
				10	0.200	0.0809
				6	0.050	0.0202
				7	0.010	0.0041
				8	0.160	0.0648
				24/1485	0.020	0.0081
				24/1486	0.027	0.0109
				24/1487	0.030	0.0121
				27	0.242	0.0979
				26	0.195	0.0789
				29	0.070	0.0283
				43	0.250	0.1012
				42	0.158	0.0639
				41	0.075	0.0304
				45	0.040	0.0162
				46	0.310	0.1255
				51	0.010	0.0041

			52	0.180	0.0729
			59	0.200	0.0809
			60	0.205	0.0830
			83	0.130	0.0526
			85	0.001	0.0004
			331	0.115	0.0465
			332	0.001	0.0004
			192/1431	0.085	0.0344
			192	0.680	0.2752
			266	0.025	0.0101
			265	0.105	0.0425
			265/1346	0.270	0.1093
			263	0.020	0.0081
			264	0.103	0.0417
			264/1345	0.090	0.0364
			277	0.006	0.0024
			282/1350	0.150	0.0607
			282	0.068	0.0275
			1351	0.200	0.0809
			281	0.082	0.0332
			279	0.003	0.0012
			280	0.125	0.0506
			289	0.150	0.0607
			295/1353	0.024	0.0097
			290	0.150	0.0607
			295	0.010	0.0041
			294	0.190	0.0769
			293	0.090	0.0364
			311	0.001	0.0004
			316	0.152	0.0617
			317	0.050	0.0202
			315	0.023	0.0093
			318	0.090	0.0364
			321	0.175	0.0708
			319	0.012	0.0049
			320	0.033	0.0134
			323	0.160	0.0648
			325	0.135	0.0546
			326	0.270	0.1093
			327	0.020	0.0081
			705	0.050	0.0202
			707	0.002	0.0008
			706	0.370	0.1497
			708	0.185	0.0749

Haringhata	CHAK BIROHI	13	LR	47	0.010	0.0041
				49	0.020	0.0081
				50	0.142	0.0575
				51	0.170	0.0688
				52	0.035	0.0142
				142	0.005	0.0020
				143	0.135	0.0546
				144	0.095	0.0385
				147	0.200	0.0809
				148	0.013	0.0053
				149	0.095	0.0385
				150	0.020	0.0081
				179	0.010	0.0041
				184	0.220	0.0890
				185	0.050	0.0202
				188	0.015	0.0061
				189	0.080	0.0324
				190	0.145	0.0587
				191	0.055	0.0223
				202	0.185	0.0749
				203	0.090	0.0364
				204	0.190	0.0769
				205	0.025	0.0101
				206	0.010	0.0041
				207	0.015	0.0061
				208	0.080	0.0324
				209	0.002	0.0008
				203/240	0.025	0.0101
				166/267	0.045	0.0182
				148/251	0.005	0.0020
				151/243	0.130	0.0526
				49/245	0.195	0.0789
				49/269	0.105	0.0425
				49/270	0.095	0.0385
Haringhata	BAHIR SONAKHALI	15	LR	176	0.045	0.0182
				191	0.185	0.0749
				192	0.055	0.0223
				193	0.040	0.0162
				194	0.092	0.0372
				198	0.070	0.0283
				199	0.069	0.0279
				200	0.020	0.0081
				201	0.450	0.1821
				207	0.056	0.0227

				208	0.070	0.0283
				209	0.040	0.0162
				210	0.025	0.0101
				211	0.057	0.0231
				212	0.035	0.0142
				221	0.060	0.0243
				222	0.070	0.0283
				223	0.015	0.0061
				225	0.010	0.0041
				226	0.002	0.0008
				227	0.060	0.0243
				228	0.025	0.0101
				229	0.020	0.0081
				230	0.045	0.0182
				231	0.020	0.0081
				232	0.001	0.0004
				234	0.005	0.0020
				236	0.080	0.0324
				237	0.006	0.0024
				238	0.005	0.0020
				241	0.010	0.0041
				242	0.070	0.0283
				244	0.070	0.0283
				246	0.060	0.0243
				247	0.080	0.0324
				546	0.002	0.0008
				547	0.120	0.0486
				553	0.001	0.0004
				554	0.065	0.0263
				555	0.095	0.0385
				556	0.096	0.0389
				557	0.030	0.0121
				558	0.001	0.0004
				559	0.225	0.0911
				560	0.030	0.0121
				568	0.220	0.0890
				586	0.029	0.0117
				588	0.020	0.0081
				235/646	0.130	0.0526
				236/648	0.020	0.0081
				236/649	0.070	0.0283
				546/685	0.016	0.0065
				546/686	0.007	0.0028
				546/687	0.029	0.0117
				547/689	0.095	0.0385

				588/693	0.170	0.0688
				207/645	0.003	0.0012
Haringhata	HAJRABELIA	22	LR	322	0.520	0.2104
				395	0.150	0.0607
				396	0.065	0.0263
				397	0.250	0.1012
				401	0.025	0.0101
				419	0.092	0.0372
				420	0.075	0.0304
				422	0.090	0.0364
				423	0.065	0.0263
				424	0.023	0.0093
				449	0.003	0.0012
				450	0.110	0.0445
				451	0.255	0.1032
				454	0.180	0.0729
				456	0.020	0.0081
				464	0.185	0.0749
				465	0.150	0.0607
				466	0.130	0.0526
				467	0.028	0.0111
				470	0.002	0.0008
				471	0.021	0.0085
Haringhata	BASANTPUR	21	LR	449	0.130	0.0526
				450	0.120	0.0486
				442	0.005	0.0020
				446	0.295	0.1194
				445	0.035	0.0142
				463	0.035	0.0142
				464	0.140	0.0567
				465	0.275	0.1113
				471	0.032	0.0129
				470	0.010	0.0040
				472	0.135	0.0546
				435	0.513	0.2076
				474	0.005	0.0020
				418	0.001	0.0004
				417	0.015	0.0061
				416	0.055	0.0223
				413	0.050	0.0202
				412	0.150	0.0607
				386	0.210	0.0850
				387	0.080	0.0324
				385	0.030	0.0121

				384	0.130	0.0526
				388	0.075	0.0304
				382	0.065	0.0263
				381	0.038	0.0154
				375	0.055	0.0223
				376	0.146	0.0591
				380	0.002	0.0008
				377	0.075	0.0304
				378	0.132	0.0534
				369	0.093	0.0376
				366	0.145	0.0587
				368	0.005	0.0020
				367	0.046	0.0186
				352	0.050	0.0202
				329	0.203	0.0822
				330	0.132	0.0534
				332	0.030	0.0121
				332/704	0.190	0.0769
Haringhata	UTTAR DATTAPARA	25	RS	827	0.307	0.1242
				1098	0.047	0.0190
				1099	0.204	0.0827
				1100	0.085	0.0344
				1096	0.030	0.0121
				1095	0.260	0.1052
				1083	0.012	0.0048
				1085	0.090	0.0364
				1094	0.011	0.0046
				1087	0.063	0.0255
				1086	0.056	0.0227
				1069	0.102	0.0412
				1068	0.177	0.0716
				1118	0.222	0.0899
				1119	0.143	0.0580
				1064	0.020	0.0081
				1120	0.010	0.0042
				1130/3978	0.075	0.0304
				1130	0.130	0.0526
				1131	0.042	0.0170
				1164	0.120	0.0486
				1133	0.030	0.0121
				1165	0.013	0.0053
				1163	0.072	0.0291
				1134	0.124	0.0502
				1162	0.023	0.0094
				1161	0.002	0.0007

				1158	0.102	0.0414
				1157	0.049	0.0200
				1159	0.043	0.0173
				1156	0.020	0.0081
				1155	0.045	0.0181
				1154	0.060	0.0243
				1376	0.239	0.0969
				1378	0.008	0.0033
				1379	0.020	0.0081
				1380	0.330	0.1335
				2446	0.075	0.0304
				1386	0.065	0.0263
				1387	0.015	0.0061
				2443	0.080	0.0324
				2442	0.120	0.0486
				1388	0.002	0.0009
				2441	0.112	0.0453
				2440	0.080	0.0324
				2439	0.003	0.0013
				2438	0.042	0.0171
				2436	0.102	0.0414
				1463	0.060	0.0243
				1464	0.050	0.0201
				2435	0.095	0.0386
				1465	0.002	0.0008
				1466	0.168	0.0681
				1467	0.175	0.0708
				1468	0.078	0.0316
				1469	0.082	0.0332
				1470	0.040	0.0163
				1471	0.056	0.0225
				1476	0.100	0.0406
				1478	0.082	0.0330
				1479	0.040	0.0164
				2263	0.005	0.0020
				2116	0.030	0.0121
				2120/3986	0.070	0.0283
				2115	0.021	0.0086
				2114	0.017	0.0069
				2113	0.007	0.0027
				2121	0.081	0.0327
				2122	0.002	0.0008
				2131	0.068	0.0277
				2132	0.077	0.0313

				2133	0.019	0.0077
				2136	0.093	0.0377
				2135	0.091	0.0368
				2140	0.037	0.0151
				2141	0.088	0.0357
				2142	0.101	0.0410
				2143	0.042	0.0170
				2144	0.015	0.0060
				1515/4006	0.035	0.0142
				2096	0.113	0.0457
				2095	0.190	0.0769
				2094	0.026	0.0104
				2093	0.010	0.0039
Haringhata	UTTAR DATTAPARA	25	LR	2889	0.070	0.0283
				2890	0.072	0.0291
				2891	0.063	0.0256
				2892	0.066	0.0268
				2897	0.082	0.0331
				2898	0.002	0.0009
				2898/3916	0.077	0.0312
				2899	0.044	0.0178
				2901	0.034	0.0137
				2902	0.029	0.0116
				2903	0.045	0.0182
				2905	0.040	0.0161
				2906	0.043	0.0173
				2907	0.113	0.0456
				2913	0.045	0.0182
				2912	0.045	0.0182
				2918	0.051	0.0206
				2919	0.038	0.0155
				2920	0.030	0.0120
				2926	0.011	0.0043
				2925	0.263	0.1065
				2927	0.008	0.0032
				2929	0.060	0.0243
				2930	0.023	0.0093
				2931	0.026	0.0103
				2933	0.025	0.0100
				3784	0.035	0.0140
				3783	0.040	0.0162
				3782	0.035	0.0142
				2934	0.023	0.0093
				3780	0.013	0.0053
				3781	0.110	0.0445

				3822	0.036	0.0145
				3823	0.086	0.0346
				2935	0.013	0.0053
				2936	0.007	0.0028
				3824	0.079	0.0320
				3825	0.087	0.0354
				3826	0.095	0.0384
				3827	0.079	0.0318
				3829	0.105	0.0425
				3828	0.150	0.0607
				3830	0.040	0.0162
Haringhata	MADHPUR	38	LR	764/1173	0.305	0.1234
				763	0.020	0.0081
				764	0.265	0.1072
				798	0.165	0.0668
				799	0.095	0.0384
				800	0.020	0.0081
				809	0.012	0.0049
				809/1391	0.110	0.0445
				808	0.063	0.0255
				810	0.133	0.0538
				818	0.005	0.0020
				811	0.080	0.0324
				812	0.070	0.0283
				816	0.035	0.0142
				813	0.210	0.0850
				814	0.035	0.0142
				862	0.055	0.0223
				831	0.107	0.0431
				832	0.015	0.0059
				861	0.040	0.0162
				852	0.510	0.2064
				851	0.127	0.0514
				853	0.173	0.0699
				941	0.070	0.0283
				942	0.210	0.0850
				943	0.050	0.0202
				951	0.170	0.0688
				944	0.112	0.0453
				946	0.010	0.0040
				945	0.050	0.0202
				948	0.003	0.0012
				950	0.029	0.0117
				959	0.215	0.0870

				960	0.119	0.0482
				961	0.035	0.0142
				964	0.190	0.0769
				986	0.130	0.0526
				986/1238	0.135	0.0546
				979	0.001	0.0003
				983	0.148	0.0598
				982	0.150	0.0607
				981	0.005	0.0020
				1079	0.010	0.0040
				1080	0.111	0.0451
				1081/1393	0.120	0.0486
				1081	0.045	0.0182
				1082	0.059	0.0237
				1083	0.005	0.0019
				1085	0.870	0.3521
				1131	0.050	0.0202
				1132	0.050	0.0202
				1133	0.024	0.0097
Haringhata	BAMANBARIA	39	LR	1109	0.015	0.0061
				284/1110	0.038	0.0155
				284/1111	0.052	0.0212
				1112	0.065	0.0263
				284/1113	0.230	0.0931
				284/1117	0.285	0.1153
				284/1119	0.455	0.1840
				284/1118	0.012	0.0049
				285/1025	0.250	0.1012
				285	0.050	0.0202
Haringhata	KASTADANGA	37	LR	750/2506	0.290	0.1174
				1258	0.079	0.0321
				1259	0.250	0.1012
				1268	0.129	0.0522
				1269	0.146	0.0592
				1270	0.054	0.0217
				1279	0.052	0.0212
				1280	0.029	0.0119
				1281	0.030	0.0121
				1283	0.018	0.0072
				1282	0.026	0.0106
				1286	0.005	0.0022
				1401	0.185	0.0749
				1402	0.130	0.0526
				1403	0.023	0.0093

Haringhata	JULKARAMPUR	36	LR	967	0.030	0.0121
				983	0.030	0.0121
				984	0.040	0.0162
				985	0.041	0.0165
				986	0.052	0.0211
				989	0.270	0.1093
				996	0.275	0.1112
				1910	0.135	0.0546
				997	0.131	0.0531
				1909	0.138	0.0557
				1058	0.015	0.0059
				1060	0.030	0.0121
				1061	0.056	0.0227
				1064	0.160	0.0646
				1066	0.078	0.0316
				1069	0.051	0.0206
				1070	0.169	0.0685
				1071	0.002	0.0008
				1079	0.061	0.0248
				1080	0.070	0.0283
				1081	0.055	0.0224
				1082	0.076	0.0306
				1084	0.110	0.0444
				1085	0.002	0.0008
				1086	0.124	0.0503
				1091	0.014	0.0057
				1090	0.035	0.0143
				1089	0.028	0.0113
				1092	0.025	0.0101
				1093	0.127	0.0513
				1095	0.095	0.0385
				1103	0.090	0.0364
				1102	0.095	0.0384
				1101	0.087	0.0351
				1100	0.012	0.0049
				1110	0.052	0.0209
				1160	0.002	0.0008
				1111	0.039	0.0158
				1159	0.003	0.0012
				1156	0.030	0.0121
				1113	0.014	0.0057
				1112	0.029	0.0117
				1117	0.005	0.0021
				1154	0.027	0.0108

				1153	0.041	0.0168
				1152	0.050	0.0204
				1150	0.155	0.0625
				1150/1917	0.005	0.0019
				1149	0.061	0.0247
				1146	0.023	0.0092
				1147	0.020	0.0082
				1144	0.039	0.0159
				1142	0.042	0.0170
				1141	0.008	0.0032
				1139	0.001	0.0004
				1138	0.045	0.0183
				1135	0.037	0.0149
				1137	0.110	0.0445
				1136	0.035	0.0142
				1304	0.170	0.0688
Haringhata	SEKENDARPUR	35	LR	22	0.240	0.0971
				23	0.001	0.0004
				24	0.010	0.0040
				25	0.061	0.0247
				21	0.248	0.1005
				157	0.158	0.0639
				156	0.023	0.0093
				152	0.037	0.0150
				151	0.010	0.0040
				155	0.028	0.0113
				153	0.080	0.0323
				148	0.130	0.0526
				146	0.062	0.0250
				145	0.007	0.0027
				144	0.030	0.0121
				331	0.138	0.0558
				135	0.029	0.0117
				132	0.018	0.0073
				172	0.003	0.0011
				134	0.080	0.0322
				173	0.089	0.0359
				175	0.135	0.0546
				179	0.120	0.0486
				180	0.110	0.0445
				183	0.090	0.0364
				184	0.090	0.0365
				192	0.012	0.0049
				191	0.175	0.0708
				195	0.035	0.0142

				196	0.025	0.0101
				202	0.175	0.0708
				201	0.080	0.0324
				200	0.001	0.0004
				203	0.133	0.0539
				208	0.130	0.0524
				215	0.124	0.0500
				216	0.085	0.0344
				214	0.151	0.0610
				221	0.104	0.0420
				223	0.113	0.0459
				230	0.012	0.0049
				224	0.105	0.0425
				225	0.115	0.0465
				228	0.220	0.0890
				249	0.147	0.0594
				248	0.086	0.0347
				250	0.126	0.0509
				252	0.122	0.0493
				253	0.133	0.0540
				254	0.069	0.0279
				255	0.110	0.0444
				256	0.125	0.0506
				1365	0.385	0.1558
				1367	0.192	0.0775
				1370	0.045	0.0182
				1371	0.050	0.0202
				1372	0.051	0.0205
				1373	0.040	0.0164
				1391	0.050	0.0202
				1392	0.058	0.0234
				1393	0.070	0.0283
				1395	0.030	0.0121
				2541	0.229	0.0929
				2547	0.002	0.0008
				2548	0.026	0.0106
				2588	0.125	0.0507
				2589	0.100	0.0405
				2590	0.092	0.0372
				2602	0.155	0.0626
				2603	0.193	0.0781
				2604	0.064	0.0260
				2605	0.044	0.0180
				2599	0.019	0.0075

				2901	0.158	0.0640
				2902	0.065	0.0263
				2903	0.055	0.0224
				2904	0.041	0.0165
				2905	0.108	0.0435
				2906	0.010	0.0040
				2907	0.072	0.0291
				2925	0.026	0.0103
				2924	0.190	0.0769
				2908	0.002	0.0008
				2921	0.055	0.0221
				2922	0.178	0.0720
				2988	0.010	0.0040
				2920	0.055	0.0221
				2989	0.060	0.0243
				2990	0.181	0.0731
				2972	0.002	0.0008
				2991	0.025	0.0101
				2992	0.120	0.0487
				2994	0.019	0.0077
				2993	0.205	0.0830
				3010	0.045	0.0182
				3013	0.005	0.0022
				3011	0.087	0.0354
				3012	0.006	0.0023
				3009	0.001	0.0006
				3026	0.170	0.0688
				3030	0.075	0.0304
				3031	0.015	0.0061
				3029	0.165	0.0668
				3060	0.015	0.0061
				3028	0.015	0.0061
				3060/3622	0.275	0.1113
				3059	0.195	0.0789
				3058	0.155	0.0627
				3051	0.032	0.0129
				3052	0.092	0.0372
				3057	0.001	0.0004
				3053	0.160	0.0647
				3054	0.180	0.0728
				3055	0.049	0.0196
				3457	0.127	0.0515
				3458	0.140	0.0567
				3602	0.108	0.0437
				3603	0.220	0.0890

				3604	0.257	0.1042
				3585	0.070	0.0283
				3584	0.242	0.0978
				3575	0.164	0.0665
				3620	0.526	0.2131
Haringhata	SUBUDDHIPUR	33	LR	358	0.025	0.0101
				359	0.030	0.0123
				360	0.023	0.0093
				366	0.030	0.0121
				368	0.076	0.0306
				369	0.075	0.0304
				373	0.071	0.0288
				374	0.123	0.0497
				375	0.120	0.0486
				381	0.140	0.0567
				380	0.001	0.0004
				382	0.055	0.0223
				383	0.120	0.0486
				384	0.022	0.0089
				385	0.200	0.0809
				386	0.225	0.0911
				388	0.325	0.1315
				389	0.001	0.0004
				396	0.040	0.0161
				397	0.236	0.0954
				399	0.210	0.0850
				402	0.143	0.0578
				445/2248	0.022	0.0088
				401	0.041	0.0165
				403	0.270	0.1093
				404	0.015	0.0061
				405	0.174	0.0703
				414	0.170	0.0688
				417	0.116	0.0468
				418	0.200	0.0809
				2128	0.185	0.0749
				2129	0.200	0.0809
				2186	0.045	0.0182
				2185	0.290	0.1174
				2184	0.197	0.0797
				2187	0.117	0.0473
				2188	0.215	0.0870
Haringhata	PURBA SATBEDIA	34	LR	379/543	0.220	0.0890
				379/544	0.185	0.0751

				380	0.085	0.0344
				381	0.090	0.0364
				375	0.035	0.0140
				374	0.110	0.0445
				308	0.290	0.1174
				309	0.020	0.0081
				371	0.225	0.0911
				370	0.162	0.0654
				368	0.050	0.0202
				369	0.120	0.0486
				364	0.192	0.0778
				363	0.015	0.0060
				316	0.155	0.0629
				362	0.010	0.0040
				360	0.002	0.0008
				361	0.185	0.0748
				359	0.120	0.0486
				358	0.025	0.0102
				353	0.105	0.0425
				351	0.023	0.0092
				354	0.065	0.0263
				355	0.276	0.1116
				345	0.136	0.0551
				344	0.215	0.0870
				482	0.104	0.0423
				483	0.200	0.0809
				343	0.105	0.0425
				494	0.072	0.0293
				181/499	0.400	0.1619

[F. No. L-14014/36/2023-GP-II (E-48371)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 29 दिसम्बर, 2023

का.आ. 09.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.अ. 1014(अ)तारीख 27.02.2023 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा पश्चिम बंगाल राज्य में धामरा-हल्दियापाइपलाइन(डिएचपिएल)(जगदीशपुर-हल्दिया-बोकारो-धामरापाइपलाइनकेविस्तारकेरूपमें) के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को उपलब्ध करा दी गई थी;

और, सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइनों बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनों बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, निर्देश देती है कि पाइपलाइनों बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, भारत सरकार में निहित होने के बजाए, पाइपलाइनों बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुये, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

जगदिशपुर - हल्दिया एवं बोकारो -धामरा पाइपलाइन परियोजना

अनुभाग - धामरा से हल्दिया

6(1) अनुसूची

राज्य : पश्चिम बंगाल

जिला	खण्ड	गांव	जे. ऐल. न	नक्शा	सर्वे नंबर	क्षेत्रफल			
						हेक्टेयर	आर	वर्ग मीटर	एकड़
1	2	3	4	5	6	7			8
पश्चिम मेदिनीपुर	मोहनपुर	अठारबाटीया	345	आरएस	249	00	08	40	0.2075

[फा. सं. एल -14014/64/2022-जीपी-II (ई-42137)]

रामजीलाल मीना, अवर सचिव

New Delhi, the 29th December, 2023

S.O. 09.—Whereas by the notification of Government of India in Ministry of Petroleum and Natural Gas vide S.O. No. 1014(E) Dated 27.02.2023 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas through Dhamra-Haldia Pipeline (DHPL) as an expansion of Jagdishpur- Haldia-Bokaro-Dhamra Pipeline in the State of West Bengal by GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public;

And, whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted his report to Government of India;

And whereas Government of India after considering the said report and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, Government of India hereby declares that the Right of User in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in Government of India, vest, on this date of the publication of the declaration, in the GAIL(India) Limited, free from all encumbrances.

JAGDISHPUR - HALDIA & BOKARO - DHAMRA PIPELINE PROJECT**DHAMRA TO HALDIA SECTION****6(1) LAND SCHEDULE**

State : West Bengal

District	Block	Mouza	J.L. No.	Map	Survey No.	Area			
						Hec.	Are.	Sq.mtr.	Acre.
1	2	3	4	5	6	7			8
Paschim Medinipur	Mohanpur	Atharbatia	345	R.S	249	00	08	40	0.2075

[F. No. L-14014/64/2022-GP-II)(E-42137)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 29 दिसम्बर, 2023

का.आ. 10.—केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आंध्र प्रदेश राज्य में श्रीकाकुलम जिला में श्रीकाकुलम से अंगुल पाइपलाइन(एसएपीएल) परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए गेल (इडिया) लिमिटेड द्वारा पाइपलाइन बिछाई जानि चाहिए;

और कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि के उपयोग का अधिकार अर्जित करना आवश्यक है;

अतः, अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय कि घोषणा करती है;

उक्त अनुसूची में वर्णित भूमि के हितबद्ध कोई व्यक्ति, राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतिया साधारण जनता को उपलब्ध करा दिए जाने की तारीख से 23(तेईस) दिनों के भीतर, उसमें उपयोग के अधिकार का अर्जन या भूमि में पाइपलाइन बिछाने के सबंध में आक्षेप लिखित रूप से सक्षम प्रधीकारी, गेल (इडिया) लिमिटेड, के.जी. बेसिन परियोजना, होटल सनराइज, अरसावल्ली रोड जंक्शन, श्रीकाकुलम - 532001, आंध्र प्रदेश को कर सकेगा.

श्रीकाकुलम-अंगुल पाइपलाइन (एसएपीएल) परियोजना					
भूमि अनुसूची					
जिला-श्रीकाकुलम			राज्य : आंध्र प्रदेश		
मंडल का नाम	गाँव का नाम	सर्वे नं०	क्षेत्रफल		
			हेक्टर	आरे	वर्ग मीटर
श्रीकाकुलम	करजादा	68/1	00	1	1
नंदीगम	पेड्डालावुनिपल्ली	195	00	2	2
सोम्पेटा	सनकिडी	152/14	00	1	71
मेलियापुट्टी	मरीपाडु	28/20	00	0	20

[फा. सं. एल -14014/90/2022-जीपी-II (ई-42827)]

रामजीलाल मीना, अवर सचिव

New Delhi, the 29th December, 2023

S.O. 10.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Natural Gas from **SRIKAKULAM ANGUL PIPELINE (SAPL) PROJECT** in Srikakulam District in Andhra Pradesh state, a pipeline should be laid by the GAIL (India) Ltd.,

AND whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land described in the Schedule annexed to this Notification.

NOW, Therefore, in exercise of the powers conferred by Sub Section (i) of the Section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the Right of User therein.

Any Person interested in the land described in the said Schedule may within 21 days from the date on which the copies of this Notification, as published in the Gazette of India, are made available to the General Public object in writing to the acquisition of the Right of User therein or laying of the pipeline under the land to the Competent Authority, GAIL (India) Ltd., Srikakulam-Angul Pipeline Project, Hotel Sunrise, Arasavalli road junction, Srikakulam-532001, Andhra Pradesh.

SRIKAKULAM- ANGUL PIPELINE (SAPL) PROJECT					
LAND SCHEDULE					
District-Srikakulam			State : Andhra Pradesh		
Name of Mandal	Name of Village	Survey no.	Area		
			Hector	Are.	Sq.mtr.
Srikakulam	Karajada	68/1	00	1	1
Nandhigam	Peddalavunipalli	195	00	2	2
Sompeta	Sunkidi	152/14	00	1	71
Meliyaputti	Marripadu(k)	28/20	00	0	20

[F. No. L-14014/90/2022-GP-II (E-42827)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 29 दिसम्बर, 2023

का.आ. 11.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3575(अ) तारीख 27.07.2022 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा ओडिसा राज्य में श्रीकाकुलम-अनूगुल पाइपलाइन (एस ए पी एल) और स्पर पाइप लाइन के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को उपलब्ध करा दी गई थी;

और, सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइनें बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनें बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और भारत सरकार, उक्त अधिनियम कि धारा 6 कि उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, निर्देश देती है कि पाइपलाइनें बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, भारत सरकार में निहित होने के बजाए, पाइपलाइनें बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुये, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

श्रिकाकुलम –अनगुल पाईपलाईन					
(स्पर गैसपाईपलाईन)					
भूमि अनुसूचि					
जिला-रायगडा			राज्य : ओडिशा		
तहसील का नाम	गाँव का नाम-थाना नं.	सर्वे नं.	क्षेत्रफल		
			हेक्टेअर	आरे.	वर्गमीटर
1	2	3	4	5	6
कोलनारा	गौरालीलीबारी-74	217	00	01	10
		71	00	12	19
		59	00	11	18

श्रिकाकुलम –अनगुल पाईपलाईन					
(स्पर गैसपाईपलाईन)					
भूमि अनुसूचि					
जिला-रायगडा			राज्य : ओडिशा		
तहसील का नाम	गाँव का नाम-थाना नं.	सर्वे नं.	क्षेत्रफल		
			हेक्टेअर	आरे.	वर्गमीटर
1	2	3	4	5	6
रायगडा	जापाखल-122	220	00	32	95

[फा. सं. एल –14014/156/2023-जीपी-II (ई-43767)]

रामजीलाल मीना, अवर सचिव

New Delhi, the 29th December, 2023

S.O. 11.—Whereas by the notification of Government of India in Ministry of Petroleum and Natural Gas vide S. O. No. 3575(E) dated 27.07.2022 issued under sub- section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of Users in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas through Srikakulam - Angul Pipeline (SAPL) & Spur pipeline in the State of Odisha by GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public;

And, whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted his report to Government of India;

And whereas Government of India after considering the said report and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, Government of India hereby declares that the Right of User in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in Government of India, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SRIKAKULAM-ANGUL PIPE LINE					
(SPUR GAS PIPE LINE)					
LAND SCHEDULE					
District- Rayagada			State-Odisha		
Name of Tehsil	Name of Village-Thana no	Survey no.	Area		
			Hector	Are.	Sq.mtr.
1	2	3	4	5	6
Kolnara	Gauralilibari -74	217	00	01	10
		71	00	12	19
		59	00	11	18

SRIKAKULAM-ANGUL PIPE LINE					
(SPUR GAS PIPE LINE)					
LAND SCHEDULE					
District- Rayagada			State-Odisha		
Name of Tehsil	Name of Village-Thana no	Survey no.	Area		
			Hector	Are.	Sq.mtr.
1	2	3	4	5	6
Rayagada	Japakhal -122	220	00	32	95

[F. No. L-14014/156/2022-GP-II (E-43767)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 29 दिसम्बर, 2023

का.आ. 12.—केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि आंध्र प्रदेश राज्य में श्रीकाकुलम जिला में श्रीकाकुलम से अंगुल पाइपलाइन (एसएपीएल) परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए गेल (इंडिया) लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए;

और कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि के उपयोग का अधिकार अर्जित करना आवश्यक है;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय कि घोषणा करती है;

उक्त अनुसूची में वर्णित भूमि के हितबद्ध कोई व्यक्ति, राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतिया साधारण जनता को उपलब्ध करा दिए जाने की तारीख से 21 (इक्कीस) दिनों के भीतर, उसमें उपयोग के अधिकार का अर्जन या भूमि में पाइपलाइन बिछाने के संबंध में आक्षेप लिखित रूप से सक्षम प्राधिकारी, गेल (इंडिया) लिमिटेड, के. जी. बेसिन परियोजना, होटल सनराइज, अरसावल्ली रोड जंक्शन – 532001, आंध्र प्रदेश को कर सकेगा.

श्रीकाकुलम – अंगुल पाइपलाइन(एसएपीएल) प्रोजेक्ट					
भूमि अनुसूची					
जिला : श्रीकाकुलम: आंध्र प्रदेश					
मंडल का नाम	ग्राम का नाम	सर्वे नम्बर	क्षेत्रफल		
			हेक्टेयर	एयर	वर्गमीटर
श्रीकाकुलम	गुडम	242/2	00	12	73
		261/1A	00	10	56

[फा. सं. एल –14014/196/2022-जीपी-II (ई-44469)]

रामजीलाल मीना, अवर सचिव

New Delhi, the 29th December, 2023

S.O. 12.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Natural Gas from **SRIKAKULAM ANGUL PIPELINE (SAPL) PROJECT** in Srikakulam District in Andhra Pradesh state, a pipeline should be laid by the GAIL (India) Ltd.,

AND whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the Right of User in the land described in the Schedule annexed to this Notification.

NOW, Therefore, in exercise of the powers conferred by Sub Section (i) of the Section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the Right of User therein.

Any Person interested in the land described in the said Schedule may within 21 days from the date on which the copies of this Notification, as published in the Gazette of India, are made available to the General Public object in writing to the acquisition of the Right of User therein or laying of the pipeline under the land to the Competent Authority, GAIL (India) Ltd., Srikakulam-Angul Pipeline Project, Hotel Sunrise, Arasavalli road junction, Srikakulam-532001, Andhra Pradesh.

SRIKAKULAM - ANUGL PIPELINE (SAPL) PROJECT					
LAND SCHEDULE					
DISTRICT: Srikakulam			STATE: ANDHRA PRADESH		
MANDAL	VILLAGE	SURVEY NO.	AREA		
			Hectare	Are	Sq. Mt.
Srikakulam	Gudam	242/2	00	12	73
		261/1A	00	10	56

[F. No. L-14014/196/2022-GP-II (E-44469)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 29 दिसम्बर, 2023

का.आ. 13.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोक हित में यह आवश्यक है कि श्रीकाकुलम-अंगुल पाईपलाइन (एस ए पी एल) और स्पर पाईप लाइनके परियोजना के अन्तर्गत खनिज उत्पाद के परिवहन हेतु अंगुल से श्रीकाकुलम तक गेल (इण्डिया) लिमिटेड द्वारा ओडिशा राज्य में पाईपलाइन बिछाई जानी चाहिए।

और केन्द्रीय सरकार को ऐसी पाईपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाईपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए।

अतः अब केन्द्रीय सरकार पेट्रोलियम और खनिज पाईपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 कि उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, 21 दिन के भीतर भूमि के नीचे पाईप लाइन बिछाये जाने की संबंध में, सक्षम प्राधिकारी, ओडिशा, गेल (इण्डिया) लिमिटेड 612 उत्कल सिग्रेचर, पाहाल, एन हच- 16 भुवनेस्वर -751032 को लिखित रूप में आक्षेप भेज सकेगा।

श्रीकाकुलम-अनगुल गैस पाइपलाइन								
भूमि अनुसूची								
जिला-अंगुल		राज्य : ओडिशा						
तहसील का नाम	गाँव का नाम-थाना नं.	सर्वे नं/ नया सर्वे नं.	अधिसूचित क्षेत्र			संशोधितक्षेत्र		
			हेक्टेअर	आरे.	वर्गमीटर	हेक्टेअर	आरे.	वर्गमीटर
1	2	3	4	5	6	7	8	9
बनारपाल	गोतमारा-111	5314/9343	00	00	00	00	03	25

श्रीकाकुलम-अनगुल गैस पाइपलाइन								
भूमि अनुसूची								
जिला- ढेंकानाल		राज्य : ओडिशा						
तहसील का नाम	गाँव का नाम-थाना नं.	सर्वे नं/ नया सर्वे नं.	अधिसूचित क्षेत्र			संशोधितक्षेत्र		
			हेक्टेअर	आरे.	वर्गमीटर	हेक्टेअर	आरे.	वर्गमीटर
1	2	3	4	5	6	7	8	9
हिन्दोल	इस्वोरपाल -55	1919/2875	00	00	00	00	02	75
		1898	00	00	00	00	00	03
		1897	00	00	00	00	00	63
		1897/3082	00	00	00	00	01	91
ओडपाड़ा	कोतम-107	282	00	00	00	00	02	78
		289	00	00	00	00	01	78
		296	00	00	00	00	00	87
ओडपाड़ा	रानीपाल-103	1274/2234	00	03	77	00	03	66
ढेंकानाल	बनियासाही-147	1725	00	04	15	00	05	61

श्रिकाकुलम—अनगुल गैस पाइपलाइन								
भूमि अनुसूची								
जिला- कटक		राज्य : ओडिशा						
तहसील का नाम	गाँव का नाम-थाना नं.	सर्वे नं/ नया सर्वे नं.	अधिसूचित क्षेत्र			संशोधितक्षेत्र		
			हेक्टेअर	आरे.	वर्गमीटर	हेक्टेअर	आरे.	वर्गमीटर
1	2	3	4	5	6	7	8	9
तिगिरिआ	पांचगांव -8	1989	00	02	68	00	02	83
तिगिरिआ	सेसगं-7	51	00	04	09	00	02	04
तिगिरिआ	भीरूडा-3	7852	00	00	47	00	00	53
		7495	00	00	00	00	01	21
तिगिरिआ	गोपीनाथपुर शासन-11	882/1422	00	00	00	00	01	82
		882/1596	00	00	00	00	01	61

श्रिकाकुलम—अनगुल गैस पाइपलाइन								
भूमि अनुसूची								
जिला- गंजाम		राज्य : ओडिशा						
तहसील का नाम	गाँव का नाम-थाना नं.	सर्वे नं/ नया सर्वे नं.	अधिसूचित क्षेत्र			संशोधितक्षेत्र		
			हेक्टेअर	आरे.	वर्गमीटर	हेक्टेअर	आरे.	वर्गमीटर
1	2	3	4	5	6	7	8	9
पात्रपुर	खमारिगांव-174	535	00	00	00	00	07	43
पात्रपुर	गोपालपल्ली-185	516	00	04	54	00	00	32
		517	00	00	32	00	04	54
पात्रपुर	नूआगड-172	2950	00	02	59	00	06	68
पात्रपुर	चुडिआलांजी -176	237	00	00	00	00	01	21
		447	00	00	00	00	00	61
		393	00	00	04	00	05	74
		317	00	04	26	00	01	58
		22	00	06	36	00	09	59
		21	00	04	03	00	05	75
पात्रपुर	लालकमागाँव-175	909	00	00	89	00	00	08
		911	00	01	92	00	00	81
		912	00	00	38	00	02	30
बुगुडा	घोलापुर-114	4272	00	05	63	00	04	25
		4273	00	03	24	00	03	12
		4275	00	06	07	00	07	69
बुगुडा	कानकुदुरु-113	683	00	00	04	00	00	65

		684	00	00	00	00	00	73
		679	00	00	32	00	05	38
		680	00	02	39	00	01	21
		601	00	01	54	00	00	97
		602	00	01	98	00	02	63
		600	00	00	85	00	00	32
		606	00	02	75	00	02	83
		605	00	00	40	00	01	21
		610	00	00	57	00	00	69
		609	00	00	85	00	00	81
जगन्नाथप्रसाद	कुमुंडी-46	3613/3971	00	11	33	00	09	11
		3609/3833	00	03	49	00	05	26
		3608	00	02	57	00	00	40
		3609	00	06	33	00	09	00
		3683	00	03	71	00	04	85
		3690/3887	00	04	46	00	07	29
		3687	00	00	25	00	01	41

श्रिकाकुलम –अनगुल गैस पाइपलाइन								
भूमि अनुसूची								
जिला- नयागड़ा		राज्य : ओडिशा						
तहसील का नाम	गाँव का नाम-थाना नं.	सर्वे नं/ नया सर्वे नं.	अधिसूचित क्षेत्र			संशोधितक्षेत्र		
			हेक्टेअर	आरे.	वर्गमीटर	हेक्टेअर	आरे.	वर्गमीटर
1	2	3	4	5	6	7	8	9
ओडागां	नौरिगोड़ा-208	453	00	05	35	00	05	52
		456	00	00	45	00	00	44
		454	00	05	40	00	03	05
		452	00	05	63	00	06	39
		451	00	00	10	00	02	16
		162	00	04	46	00	00	28
		163	00	06	14	00	10	84
		249	00	00	20	00	00	88
		164	00	04	33	00	04	08

[फा. सं. एल –14014/209/2022-जीपी-II (ई-44587)]

रामजीलाल मीना, अवर सचिव

New Delhi, the 29th December, 2023

S.O. 13.—Whereas, it appears to the Central Government that it is necessary in the public interest under the Srikakulam-Angul Pipeline Project(SAPL) and Spur pipeline for the transportation of Petroleum Product from Angul to Srikakulam in the state of Odisha a pipeline should be laid by Gail (India) Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land describe in the said schedule may, within twenty one days from the date of which the copies of the notification issued under sub-section(1) of the Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the Right of User therein for laying of the pipeline under the land to competent Authority,(Odisha) Gail (India) Limited, 612 Utkal Signature, Pahal, NH-16 Bhubaneswar- 751032.

SRIKAKULAM-ANGUL GAS PIPELINE								
LAND SCHEDULE								
District- Angul		State : Odisha						
Name of Tehsil	Name of Village- Thana no.	Survey No./ New Survey No.	NOTIFIED AREA			REVISED AREA		
			Hector	Are.	Sq.mtr.	Hector	Are.	Sq.mtr.
1	2	3	4	5	6	7	8	9
Banarpal	Gotamara-111	5314/9343	00	00	00	00	03	25

SRIKAKULAM-ANGUL GAS PIPELINE								
LAND SCHEDULE								
District-Dhenkanal		State : Odisha						
Name of Tehsil	Name of Village- Thana no.	Survey No./ New Survey No.	NOTIFIED AREA			REVISED AREA		
			Hector	Are.	Sq.mtr.	Hector	Are.	Sq.mtr.
1	2	3	4	5	6	7	8	9
Hindol	Iswarapal-55	1919/2875	00	00	00	00	02	75
		1898	00	00	00	00	00	03
		1897	00	00	00	00	00	63
		1897/3082	00	00	00	00	01	91
Odapada	Kottama-107	282	00	00	00	00	02	78
		289	00	00	00	00	01	78
		296	00	00	00	00	00	87
Odapada	Ranipal-103	1274/2234	00	03	77	00	03	66
Dhenkanal	Baniasahi-147	1725	00	04	15	00	05	61

SRIKAKULAM-ANGUL GAS PIPELINE								
LAND SCHEDULE								
District-Cuttack		State : Odisha						
Name of Tehsil	Name of Village- Thana no.	Survey No./ New Survey No.	NOTIFIED AREA			REVISED AREA		
			Hector	Are.	Sq.mtr.	Hector	Are.	Sq.mtr.
1	2	3	4	5	6	7	8	9
Tigiria	Panchagan-8	1989	00	02	68	00	02	83
Tigiria	Sesagan-7	51	00	04	09	00	02	04

Tigiria	Bhiruda-3	7852	00	00	47	00	00	53
		7495	00	00	00	00	01	21
Tigiria	Gopinathpur Shasan-11	882/1422	00	00	00	00	01	82
		882/1596	00	00	00	00	01	61

SRIKAKULAM-ANGUL GAS PIPELINE								
LAND SCHEDULE								
District- Ganjam		State : Odisha						
Name of Tehsil	Name of Village-Thana no.	Survey No./ New Survey No.	NOTIFIED AREA			REVISED AREA		
			Hector	Are.	Sq.mtr.	Hector	Are.	Sq.mtr.
1	2	3	4	5	6	7	8	9
Patrapur	Khamarigan-174	535	00	00	00	00	07	43
Patrapur	Gopalpalli-185	516	00	04	54	00	00	32
		517	00	00	32	00	04	54
Patrapur	Nuagara-172	2950	00	02	59	00	06	68
Patrapur	Chudialanji-176	237	00	00	00	00	01	21
		447	00	00	00	00	00	61
		393	00	00	04	00	05	74
		317	00	04	26	00	01	58
		22	00	06	36	00	09	59
		21	00	04	03	00	05	75
Patrapur	Lalkamagan-175	909	00	00	89	00	00	08
		911	00	01	92	00	00	81
		912	00	00	38	00	02	30
Buguda	Gholpur-114	4272	00	05	63	00	04	25
		4273	00	03	24	00	03	12
		4275	00	06	07	00	07	69
Buguda	Kankaturu -113	683	00	00	04	00	00	65
		684	00	00	00	00	00	73
		679	00	00	32	00	05	38
		680	00	02	39	00	01	21
		601	00	01	54	00	00	97
		602	00	01	98	00	02	63
		600	00	00	85	00	00	32
		606	00	02	75	00	02	83
		605	00	00	40	00	01	21
		610	00	00	57	00	00	69
		609	00	00	85	00	00	81
Jagannathprasada	Kumundi-46	3613/3971	00	11	33	00	09	11
		3609/3833	00	03	49	00	05	26
		3608	00	02	57	00	00	40
		3609	00	06	33	00	09	00
		3683	00	03	71	00	04	85
		3690/3887	00	04	46	00	07	29
		3687	00	00	25	00	01	41

SRIKAKULAM-ANGUL GAS PIPELINE								
LAND SCHEDULE								
District-Nayagarh		State : Odisha						
Name of Tehsil	Name of Village-Thana no.	Survey No./ New Survey No.	NOTIFIED AREA			REVISED AREA		
			Hector	Are.	Sq.mtr.	Hector	Are.	Sq.mtr.
1	2	3	4	5	6	7	8	9
Odagan	Nauriagora-208	453	00	05	35	00	05	52
		456	00	00	45	00	00	44
		454	00	05	40	00	03	05
		452	00	05	63	00	06	39
		451	00	00	10	00	02	16
		162	00	04	46	00	00	28
		163	00	06	14	00	10	84
		249	00	00	20	00	00	88
		164	00	04	33	00	04	08

[F. No. L-14014/ 209 / 2022 -GP-II (E- 44587)]

RAMJI LAL MEENA, Under Secy.

शुद्धि-पत्र

नई दिल्ली, 29 दिसम्बर, 2023

का.आ. 14.—पेट्रोलियम और खनिज पाइपलाइन (भूमि में प्रयोक्ता के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में (इसके बाद इसे उक्त अधिनियम कहा गया है), भारत सरकार एतद्वारा पेट्रोलियम और प्राकृतिक गैस मंत्रालय में भारत सरकार की दिनांक 03.11.2023 की अधिसूचना सां.आ. 1753 जो दिनांक 05.11.2023-11.11.2023 को भारत के राजपत्र में प्रकाशित की गई, में निम्नलिखित संशोधन करती है अर्थात:

अधिसूचना का.आ. 1753 जो दिनांक 05.11.2023-11.11.2023 को साप्ताहिक राजपत्र में प्रकाशित हुई थी में “श्री बीर प्रकाश प्रसाद, उप समाहर्ता (सेवानिवृत्त), झारखण्ड राज्य प्रशासनिक सेवा, को प्रतिनियुक्ति के आधार पर सक्षम प्राधिकारी के कार्यों का निर्वहन करने के लिये प्राधिकृत करती है” के स्थान पर “श्री बीर प्रकाश प्रसाद, उप समाहर्ता (सेवानिवृत्त), झारखण्ड राज्य प्रशासनिक सेवा को सक्षम प्राधिकारी के कार्यों का निर्वहन करने के लिये प्राधिकृत करती है” शब्द प्रतिस्थापित किए गए हैं।

[फा. सं. एल -14014/77/2018-जी पी-II (ई- 41940)]

रामजीलाल मीना, अवर सचिव

CORRIGENDUM

New Delhi, the 29th December, 2023

S.O. 14.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter called the said Act), the Government of India hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. 1753 dated 03.11.2023 published in Gazette of India on 05.11.2023 – 11.11.2023 namely:

In the said notification published in Weekly Gazette vide S.O. No. 1753 dated 5.11.2023 – 11.11.2023 matter published that “Sh. Bir Prakash Prasad, Deputy Collector (Retired), Jharkhand State Administrative Service to perform the functions of Competent Authority on Deputation basis” be substituted as “Sh. Bir Prakash Prasad, Deputy Collector (Retired) Jharkhand State Administrative Service to perform the functions of Competent Authority in the State of Jharkhand”.

[F. No. L-14014/77/2018-GP-II (E-41940)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 29 दिसम्बर, 2023

का.आ. 15.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 5340 (अ) तारीख अक्टूबर 15, 2018 जो क्रमशः भारत के असाधारण राजपत्र तारीख अक्टूबर 18, 2018 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा पश्चिम बंगाल राज्य में बरौनी - गुवाहाटी पाइप लाइन (बी जी पी एल) के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को उपलब्ध करा दी गई थी;

और, सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइनें बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनें बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और भारत सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, निर्देश देती है कि पाइपलाइनें बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, भारत सरकार में निहित होने के बजाए, पाइपलाइनें बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुये, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

बरौनी - गुवाहाटी पाइपलाइन परियोजना							
अनुसूची							
राज्य: पश्चिम बंगाल							
जिला	थाना	मौजा	थाना नं	सर्वे नं	क्षेत्रफल		
					हेक्टेअर -आर- वर्ग मीटर		
1	2	3	4	5	6		
दार्जिलिंग	फांसीदेउया	महिपाल	८८	677	00	07	02
				710	00	10	28
				1628	00	02	08
				706	00	06	20
				1629	00	03	51
				217	00	05	37

बरौनी - गुवाहाटी पाइपलाइन परियोजना							
अनुसूची							
राज्य: पश्चिम बंगाल							
जिला	थाना	मौजा	थाना नं	सर्वे नं	क्षेत्रफल		
					हेक्टेअर -आर- वर्ग मीटर		
1	2	3	4	5	6		
दार्जिलिंग	फांसीदेउया	कदमी	९०	1037	00	11	49

				1035	00	01	53
				1034	00	09	39
				1032	00	09	36
				1030	00	02	20
				1098	00	03	18
				997	00	06	53
				996	00	07	79
				995	00	17	47
				994	00	00	37
				991	00	00	64
				929	00	00	52
				934	00	10	09
				935	00	08	43

बरौनी - गुवाहाटी पाइपलाइन परियोजना							
अनुसूची							
राज्य: पश्चिम बंगाल							
जिला	थाना	मौजा	थाना नं	सर्वे नं	क्षेत्रफल		
					हेक्टेअर	-आर-	वर्ग मीटर
1	2	3	4	5	6		
दार्जिलिंग	फांसीदेउया	साहानन्द	९१	691	00	03	68

[फा. सं. एल-14014-78-2022-जी. पी.-II (ई-42405)]

रामजीलाल मीना, अवर सचिव

New Delhi, the 29th December, 2023

S.O. 15.—Whereas by notification of Government of India in the Ministry of Petroleum and Natural Gas numbers **S. O. 5340 (E) dated 15-10-2018** issued under sub- section (1) of section 3 of the Petroleum and Minerals Pipeline (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Extra ordinary Gazette of India dated 18-10-2018, the Government of India declared its intention to acquire the Right of User in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas through Barauni — Guwahati Pipeline (BGPL.) in the State of **WEST BENGAL by GAIL (India) Limited;**

And whereas copies of the said Gazette notification were made available to the public;

And, whereas the Competent Authority has, under sub-section (1) of Section 6 of the said Act, submitted its report to Government of India;

And whereas Government of India after considering the said report and on being satisfied that the said land is required for laying the pipelines, has decided to acquire the Right of User therein ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, Government of India hereby declares that the Right of User in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in Government of India, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

BARAUNI - GUWAHATI PIPELINE PROJECT							
SCHEDULE							
State: West Bengal							
District	Thana	Village	JL No.	Survey No.	Area		
					Hect. - Are - Sq. mtr.		
1	2	3	4	5	6		
Darjeeling	Phansideoya	Mahipal	88	677	00	07	02
				710	00	10	28
				1628	00	02	08
				706	00	06	20
				1629	00	03	51
				217	00	05	37

BARAUNI - GUWAHATI PIPELINE PROJECT							
SCHEDULE							
State : West Bengal							
District	Thana	Village	JL No.	Survey No.	Area		
					Hect. - Are - Sq. mtr.		
1	2	3	4	5	6		
Darjeeling	Phansideoya	Kadmi	90	1037	00	11	49
				1035	00	01	53
				1034	00	09	39
				1032	00	09	36
				1030	00	02	20
				1098	00	03	18
				997	00	06	53
				996	00	07	79
				995	00	17	47
				994	00	00	37
				991	00	00	64
				929	00	00	52
				934	00	10	09
				935	00	08	43

BARAUNI - GUWAHATI PIPELINE PROJECT							
SCHEDULE							
State : West Bengal							
District	Thana	Village	JL No.	Survey No.	Area		
					Hect. - Are - Sq. mtr.		
1	2	3	4	5	6		
Darjeeling	Phansideoya	Sahananda	91	691	00	03	68

[F. No. L-14014-78-2022-GP-II (E-42405)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 29 दिसम्बर, 2023

का.आ. 16.—भारत सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 कि उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 4095(अ) तारीख 13.09.2023 जो भारत के असाधारण राजपत्र तारीख 18.09.2023 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मैसर्स इन्द्रधनुष गैस ग्रिड लिमिटेड द्वारा असम राज्य में देरगाँव – दीमापुर प्राकृतिक गैस पाइपलाइन के मधायम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियाँ जनता को उपलब्ध करा दी गई थी;

और सक्षम प्राधिकारी ने जनता से प्राप्त आक्षेपों को परीक्षण के उपरांत निपटान कर दिया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप - धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, भारत सरकार, उक्त अधिनियम की धारा 6 कि उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और भारत सरकार, उक्त अधिनियम की धारा 6 कि उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये, यह निर्देश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग के अधिकार, इस घोषणा के प्रकाशन की तारीख को, भारत सरकार में निहित होने के बजाय, पाइपलाइन बिछाने का प्रस्ताव करने वाली मैसर्स इन्द्रधनुष गैस ग्रिड लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुये, सभी विलंगमों से मुक्त, मैसर्स इन्द्रधनुष गैस ग्रिड लिमिटेड में निहित होगा।

अनुसूची

जिला : गोलाघाट			राज्य : असम			
सर्कल	मौज़ा	गाँव	दाग नं	क्षेत्रफल		
				हेक्टेअर	आर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	(6)	(7)
-	-	दोयांग आर एफ	NC	05	37	89
-	-	रेंगामा आर एफ	NC	00	06	24

[फा. सं. एल -14014/196/2022-जीपी-II (ई-44469)]

रामजीलाल मीना, अवर सचिव

New Delhi, the 29th December, 2023

S.O. 16.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. No. 4095(E) dated 13.09.2023, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Extra Ordinary Gazette of India dated the 18.09.2023, the Government of India declared its intention to acquire the Right of User in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of Natural Gas through Dergaon-Dimapur Gas Pipeline in the state of Assam by Indradhanush Gas Grid Limited (IGGL).

And whereas copies of the said Extraordinary Gazette notification were made available to the public.

And whereas the objections received from the public to the laying of the pipeline have been considered and disposed by the Competent Authority.

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act submitted its report to the Government of India.

And whereas the Government of India after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Government of India hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Government of India hereby directs that the Right of User in the land for laying the pipeline shall, instead of vesting in Government of India, vest, on this date of the publication of the declaration, in the Indradhanush Gas Grid Limited (IGGL), free from all encumbrances.

SCHEDULE

District : Golaghat				State: Assam		
Circle	Mouza	Gaon	Dag No.	Area		
				Hectare	Are	Square Metre
(1)	(2)	(3)	(4)	(5)	(6)	(7)
-	-	Doyang RF	NC	05	37	89
-	-	Rengma RF	NC	00	06	24

[F. No. L-14014/196/2022-GP-II (E-44469)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 29 दिसम्बर, 2023

का.आ. 17.—भारत सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में मुम्बई – नागपुर – झारसुगुडा (अनुभाग: मुम्बई - नागपुर) पाईप लाईन, प्राकृतिक गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड (भारत सरकार का उपक्रम) द्वारा, एक पाइपलाईन बिछाई जानी चाहिए;

और भारत सरकार को उक्त पाइपलाईन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके नीचे उक्त पाइपलाईन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग का अधिकार का अर्जित किया जाना चाहिए।

अतः अब, भारत सरकार, पेट्रोलियम और खनिज पाइपलाईन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियाँ साधारण जनता को उपलब्ध कराये जाने की तारीख के, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाईन बिछाने, उसमें उपयोग के अधिकार के, उपजिलाधिकारी एवं सक्षम प्राधिकारी (महाराष्ट्र राज्य) गेल (इण्डिया) लिमिटेड, गेल भवन, प्लॉट नं. 73, सैक्टर 15 सी।बी।डी। बेलपुर नवीमुंबई 400614 को लिखित रूप में आक्षेप भेज सकेगा।

मुम्बई – नागपुर – झारसुगुडा नैचुरल गैस पाईप लाईन

अनुभाग :- मुम्बई – नागपुर

अनुसूची

राज्य: महाराष्ट्र

जिला	तहसील	गाँव	सर्वे नं./ दाग नं.	क्षेत्रफल		
				हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5		
ठाणे	शहापूर	शिरोळ	1018	00	09	70
			1020	00	07	00
			1021	00	03	50
			1023	00	05	00

[फा. सं. एल -14014/38/2023-जीपी-II (ई-48582)]

रामजीलाल मीना, अवर सचिव

New Delhi, the 29th December, 2023

S.O. 17.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas through **Mumbai - Nagpur – Jharsuguda Natural Gas Pipe line. (Section: - Mumbai – Nagpur)**, in the State of Maharashtra, a pipeline should be laid by GAIL (India) Limited;

And, whereas it appears to Government of India that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962) Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date of which the copies of the notification issued, under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of Right of User therein for laying of the pipeline under the land to Dy. Collector & Competent Authority, (Maharashtra State) GAIL (India) Limited. GAIL Bhawan, Plot No. 73, Sector 15, CBD Belapur, Navi Mumbai 400614.

MUMBAI – NAGPUR – JHARSUGUDA NATURAL GAS PIPE LINE

SECTION: - MUMBAI – NAGPUR

SCHEDULE

State : Maharashtra

District	Tehsil	Village	Survey No.	Area		
				Hect.	Are	Sq. Mtr.
1	2	3	4	5		
Thane	Shahapur	Shirol	1018	00	09	70
			1020	00	07	00
			1021	00	03	50
			1023	00	05	00

[F. No. L-14014/38/2023-GP-II (E-48582)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 29 दिसम्बर, 2023

का.आ. 18.—जबकि भारत सरकार को प्रतीत होता है कि जनहित में यह आवश्यक है कि पश्चिम बंगाल राज्य में कनाई चट्टा-पानीतार प्राकृतिक गैस पाइपलाइन परियोजना (केपीपीएल) के माध्यम से प्राकृतिक गैस के परिवहन के लिए हुगली पाइप लाइन प्राइवेट लिमिटेड (एचपीपीएल) द्वारा एक पाइपलाइन बिछाई चाहिये।

और, जबकि भारत सरकार को ऐसा प्रतीत होता है कि उक्त पाइपलाइन बिछाने के प्रयोजन के लिए, उस भूमि में उपयोगकर्ता का अधिकार प्राप्त करना आवश्यक है जिसके अंतर्गत उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो संलग्न अनुसूची में वर्णित है इस अधिसूचना के लिए;

इसलिए, अब, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोगकर्ता के अधिकार का अधिग्रहण) अधिनियम, 1962 (1962 का 50) की धारा (3) की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार एतद्वारा घोषणा करती है इसका इरादा उसमें उपयोगकर्ता का अधिकार प्राप्त करने का है;

उक्त अनुसूची में वर्णित भूमि में रुचि रखने वाला कोई भी व्यक्ति, उक्त अधिनियम की धारा 3 की उपधारा (1) के तहत जारी अधिसूचना की प्रतियां, भारत के राजपत्र में प्रकाशित होने की तारीख से इक्कीस दिनों के भीतर प्राप्त कर सकता है। आम जनता के लिए उपलब्ध कराए गए हैं, सक्षम प्राधिकारी, हुगली जिला, पश्चिम बंगाल राज्य, हुगली पाइप लाइन प्राइवेट लिमिटेड (एचपीपीएल) की भूमि के तहत पाइपलाइन बिछाने के लिए उसमें उपयोगकर्ता के अधिकार के अधिग्रहण पर लिखित में आपत्ति है

अनुसूची

कनाई चट्टा-पानीतर प्राकृतिक गैस पाईपलाइन								
राज्य : पश्चिम बंगाल								
जिला	थाना	मौजा	थाना नं	नक्शा	प्लॉट	क्षेत्रफल		
						हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5	6	7		
हूगली	बालागढ़	साधु बंगाली	७९	LR				
					1243	0	0	12
					1242	0	0	14
					1244	0	3	8
					1246	0	9	57
					1247	0	7	9
					1260	0	1	33
					1261	0	1	86
					1259	0	2	83
					1263	0	1	4
					1258	0	0	10
					1264	0	2	94
					1267	0	3	15
					1266	0	0	21
					1268	0	5	0
					1269	0	1	53
					1287	0	10	13
					1286	0	4	83
					1218	0	3	46
					1288	0	0	97
					1289	0	7	13
					1290	0	4	22
					744	0	4	13
					745	0	4	78
					741	0	9	34
					699	0	8	53
					701	0	1	59
					705	0	11	76
					704	0	2	35
					706	0	1	1

	707	0	8	65
	708	0	2	94
	709	0	4	24
	481	0	9	64
	483	0	8	61
	492	0	4	12
	493	0	2	87
	494	0	14	56
	490	0	0	60
	496	0	2	63
	497	0	0	10
	463	0	7	9
	462	0	5	30
	464	0	1	66
	461	0	0	10

कनाई चट्टा-पानीतर प्राकृतिक गैस पाईपलाइन								
राज्य : पश्चिम बंगाल								
जिला	थाना	मौजा	थाना नं	नक्शा	प्लॉट	क्षेत्रफल		
						हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5	6	7		
हूगली	बालागढ़	बागा	८१	LR				
					1231	0	7	19
					1243	0	8	62
					1244	0	5	81
					1245	0	0	13
					1261	0	5	37
					1262	0	3	73
					1263	0	2	74
					1264	0	0	72
					1267	0	3	89
					1268	0	9	14
					1271	0	3	54
					1272	0	1	17
					1273	0	10	19
					1274	0	2	88

	1276	0	0	65
	1278	0	4	50
	1482	0	0	28
	1484	0	4	43
	1485	0	9	99
	1486	0	8	15
	1497	0	4	62
	1498	0	9	35
	1500	0	0	10
	1534	0	5	49
	1535	0	4	97
	1536	0	2	45
	1537	0	4	13
	1539	0	9	78
	1540	0	4	4
	1541	0	2	29
	1543	0	0	10
	1684	0	0	28
	1806	0	5	10
	1807	0	9	13
	1808	0	0	40
	1809	0	6	12
	1810	0	3	66
	1811	0	4	72
	1814	0	10	37
	1815	0	2	32
	1830	0	4	94
	1833	0	7	44
	1834	0	2	77
	1835	0	3	15
	1837	0	0	10
	1839	0	0	17
	1840	0	5	26
	1841	0	4	19
	1869	0	1	32
	925	0	2	23

	926	0	6	4
	927	0	4	86
	928	0	0	15
	934	0	10	21
	935	0	1	67
	938	0	5	83
	939	0	0	10
	955	0	1	44
	955/2243	0	0	10
	956	0	9	3
	959	0	1	54
	959/2244	0	4	35
	960	0	6	11
	962	0	3	76
	965	0	0	10
	965/2246	0	1	1
	969	0	8	13
	969/2247	0	7	72
	970	0	4	37
	1810/2306	0	0	92
	1840/2346	0	4	62

कनाई चट्टा-पानीतर प्राकृतिक गैस पाइपलाइन								
राज्य : पश्चिम बंगाल								
जिला	थाना	मौजा	थाना नं	नक्शा	प्लॉट	क्षेत्रफल		
						हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5	6	7		
हूगली	बालागढ़	अराज़ी अस्चितपुर	१२१	LR				
					1	0	3	88
					15	0	0	10
					2	0	0	82
					3	0	1	57
					5	0	1	36
					6	0	5	52

कनाई चट्टा-पानीतर प्राकृतिक गैस पाइपलाइन								
राज्य : पश्चिम बंगाल								
जिला	थाना	मौजा	थाना नं	नक्शा	प्लॉट	क्षेत्रफल		
						हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5	6	7		
हूगली	बालागढ़	गौरनै	१२०	LR				
					870	0	4	87
					963	0	0	10
					964	0	16	26
					965	0	0	32
					966	0	13	42
					967	0	8	35
					968	0	0	10

कनाई चट्टा-पानीतर प्राकृतिक गैस पाइपलाइन								
राज्य : पश्चिम बंगाल								
जिला	थाना	मौजा	थाना नं	नक्शा	प्लॉट	क्षेत्रफल		
						हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5	6	7		
हूगली	बालागढ़	कमालपुर	११९	LR				
					1231	0	0	10
					1236	0	12	44
					1237	0	7	54
					1238	0	5	82
					1254	0	2	11
					1258	0	5	74
					1259/2165	0	0	15
					1262	0	0	10
					1263	0	1	37
					1264	0	8	14
					1265	0	0	10
					1266	0	6	11
					1269	0	0	34
					1270	0	2	63
					1271	0	4	87
					1284	0	8	11

	1287	0	4	91
	1288	0	2	32
	1289	0	0	10
	1290	0	1	9
	1291	0	2	83
	1292	0	3	11
	1293	0	4	68
	1294	0	0	19
	1308	0	7	68
	145	0	2	72
	146	0	4	81
	147	0	2	13
	148	0	0	88
	149	0	1	55
	150	0	1	82
	151	0	0	22
	152	0	0	64
	153	0	5	16
	161	0	0	29
	162	0	4	39
	162/2121	0	0	96
	163	0	1	95
	164	0	0	81
	165	0	1	79
	166	0	0	55
	167	0	3	65
	168/2122	0	0	10
	199	0	1	84
	202	0	6	43
	203	0	1	9
	220	0	2	40
	221	0	3	32
	222	0	2	38
	223	0	4	24
	224	0	0	10
	229	0	0	10
	232	0	7	16

	233	0	0	78				
	251	0	3	39				
	252	0	6	26				
	298	0	1	87				
	299	0	2	38				
	300	0	5	62				
	301	0	0	89				
	302	0	3	59				
	303	0	1	12				
	307	0	4	16				
	308	0	6	56				
	309	0	0	86				
	314	0	1	1				
	315	0	0	20				
	316	0	7	71				
	317	0	0	14				
	359	0	1	38				
	360	0	1	7				
	373	0	5	92				
	374	0	1	90				
	375	0	3	98				
	376	0	3	14				
	377	0	0	10				
	387	0	0	14				
	391	0	13	99				
	392	0	3	55				
	394	0	0	10				
	395	0	6	98				
	398	0	0	10				
	399	0	3	53				
कनाई चट्टा-पानीतर प्राकृतिक गैस पाइपलाइन								
राज्य : पश्चिम बंगाल								
जिला	थाना	मौजा	थाना नं	नक्शा	प्लॉट	क्षेत्रफल		
						हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5	6	7		
हूगली	बालागढ़	खमरगाछी	११७	LR				
					153	0	2	82
					154	0	9	86
					162	0	1	64

	163	0	1	27
	164	0	5	6
	165	0	6	56
	198	0	0	10
	199	0	0	92
	219	0	0	41
	220	0	10	31
	221	0	5	89
	222	0	1	46
	223	0	6	5
	224	0	0	48
	228	0	1	52
	229	0	9	25
	232	0	1	76
	233	0	5	77
	234	0	7	90
	239	0	11	21
	241	0	2	56
	274	0	1	38
	275	0	2	43
	277	0	10	14
	278	0	8	45
	280	0	0	17
	235	0	0	10

कनाई चट्टा-पानीतर प्राकृतिक गैस पाईपलाइन								
राज्य : पश्चिम बंगाल								
जिला	थाना	मौजा	थाना नं	नक्शा	प्लॉट	क्षेत्रफल		
						हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5	6	7		
हूगली	बालागढ़	बानेश्वरपुर	११४	LR				
					80	0	0	10
					82	0	1	11
					81	0	0	73
					259	0	3	47
					83	0	6	91

	87	0	7	49
	88	0	1	96
	89	0	5	3
	90	0	3	31
	91	0	3	41
	92	0	0	10
	176	0	6	31
	190	0	4	80
	191	0	3	26
	198	0	0	10
	206	0	0	36
	217	0	0	92
	230	0	4	0
	238	0	4	77
	239	0	3	33
	249	0	0	56
	251	0	3	79
	252	0	0	85
	253	0	4	41
	258	0	3	40
	260	0	1	56
	263	0	0	52
	265	0	0	89
	168	0	1	12
	170	0	1	59
	169	0	4	25
	95	0	2	68
	94	0	1	13
	93	0	0	62
	86	0	2	19
	85	0	2	93
	250	0	4	15
	247	0	2	15
	240	0	2	83
	231	0	3	20
	220	0	6	74

	218	0	0	32
	219	0	0	49
	207	0	5	70
	208	0	0	10
	196	0	0	97
	197	0	1	98
	177	0	3	30
	178	0	0	39

कनार्ई चट्टा-पानीतर प्राकृतिक गैस पाईपलाइन								
राज्य : पश्चिम बंगाल								
जिला	थाना	मौजा	थाना नं	नक्शा	प्लाट	क्षेत्रफल		
						हेक्टेअर	आर	वर्ग मीटर
1	2	3	4	5	6	7		
हूगली	बालागढ़	मोकतापुर	११६	LR				
					40	0	2	73
					41	0	0	32
					42	0	0	60
					64	0	0	38
					43	0	7	78
					57	0	9	77
					63	0	0	10
					58	0	2	90
					59	0	6	43
					82	0	7	82
					81	0	2	44
					83	0	0	10
					84	0	7	53
					86	0	4	1
					87	0	5	7
					88	0	1	9
					118	0	7	80
					130	0	3	98
					131	0	0	13
					132	0	2	26
					141	0	1	18

	205	0	2	96
	207	0	4	89
	208	0	0	12
	210	0	5	20
	211	0	2	3
	213	0	0	73
	212	0	1	56
	214	0	0	55
	218	0	3	26
	217	0	1	70
	219	0	2	42
	220	0	1	93
	223	0	6	14
	222	0	3	42
	234	0	1	84
	355	0	5	44
	357	0	7	37
	358	0	4	11
	335	0	1	16
	334	0	1	39
	333	0	1	23
	332	0	2	3
	372	0	46	91
	556	0	13	99

[फा. सं. एल -14014/38/2023-जीपी-II (ई-48582)]

रामजीलाल मीना, अवर सचिव

New Delhi, the 29th December, 2023

S.O. 18.—Whereas it appears to Government of India that it is necessary in public interest that for transportation of natural gas through Kanai Chatta-Panitar Natural Gas Pipeline Project (KPPL), in the State of West Bengal, a pipeline should be laid by Hooghly Pipe Line Private Limited (HPPL).

And, whereas it appears to Government of India that for the purpose of laying the said pipeline, it is necessary to acquire the Right of the User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section(1) of Section (3) of the Petroleum and Minerals Pipelines (Acquisition of Right to User in Land) Act, 1962,(50 of 1962) Government of India hereby declares its intention to acquire the Right of User therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date of which the copies of the notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land of the Competent Authority, Hooghly District, State of West Bengal, Hooghly Pipe Line Private Limited (HPPL).

SCHEDULE

KANAI CHATTA - PANITAR NATURAL GAS PIPELINE PROJECT(KPPL)								
State : West Bengal								
District	Block	Mouza	Jl.No.	Map	Plot	Area		
						Hect	Are	Sq. Mt.
1	2	3	4	5	6	7		
Hooghly	BALAGARH	SADHU BANGALI	79	LR				
					1243	0	0	12
					1242	0	0	14
					1244	0	3	8
					1246	0	9	57
					1247	0	7	9
					1260	0	1	33
					1261	0	1	86
					1259	0	2	83
					1263	0	1	4
					1258	0	0	10
					1264	0	2	94
					1267	0	3	15
					1266	0	0	21
					1268	0	5	0
					1269	0	1	53
					1287	0	10	13
					1286	0	4	83
					1218	0	3	46
					1288	0	0	97
					1289	0	7	13
					1290	0	4	22
					744	0	4	13
					745	0	4	78
					741	0	9	34
					699	0	8	53
					701	0	1	59
					705	0	11	76
					704	0	2	35
					706	0	1	1
					707	0	8	65
					708	0	2	94
					709	0	4	24
					481	0	9	64
					483	0	8	61
					492	0	4	12
					493	0	2	87
					494	0	14	56

	490	0	0	60
	496	0	2	63
	497	0	0	10
	463	0	7	9
	462	0	5	30
	464	0	1	66
	461	0	0	10

KANAI CHATTA - PANITAR NATURAL GAS PIPELINE PROJECT(KPPL)								
State : West Bengal								
District	Block	Mouza	Jl.No.	Map	Plot	Area		
						Hect	Are	Sq. Mt.
1	2	3	4	5	6	7		
Hooghly	BALAGARH	BAGA	81	LR				
					1231	0	7	19
					1243	0	8	62
					1244	0	5	81
					1245	0	0	13
					1261	0	5	37
					1262	0	3	73
					1263	0	2	74
					1264	0	0	72
					1267	0	3	89
					1268	0	9	14
					1271	0	3	54
					1272	0	1	17
					1273	0	10	19
					1274	0	2	88
					1276	0	0	65
					1278	0	4	50
					1482	0	0	28
					1484	0	4	43
					1485	0	9	99
					1486	0	8	15
					1497	0	4	62
					1498	0	9	35
					1500	0	0	10
					1534	0	5	49
					1535	0	4	97
					1536	0	2	45
					1537	0	4	13
					1539	0	9	78
					1540	0	4	4
					1541	0	2	29

	1543	0	0	10
	1684	0	0	28
	1806	0	5	10
	1807	0	9	13
	1808	0	0	40
	1809	0	6	12
	1810	0	3	66
	1811	0	4	72
	1814	0	10	37
	1815	0	2	32
	1830	0	4	94
	1833	0	7	44
	1834	0	2	77
	1835	0	3	15
	1837	0	0	10
	1839	0	0	17
	1840	0	5	26
	1841	0	4	19
	1869	0	1	32
	925	0	2	23
	926	0	6	4
	927	0	4	86
	928	0	0	15
	934	0	10	21
	935	0	1	67
	938	0	5	83
	939	0	0	10
	955	0	1	44
	955/2243	0	0	10
	956	0	9	3
	959	0	1	54
	959/2244	0	4	35
	960	0	6	11
	962	0	3	76
	965	0	0	10
	965/2246	0	1	1
	969	0	8	13
	969/2247	0	7	72
	970	0	4	37
	1810/2306	0	0	92
	1840/2346	0	4	62

KANAI CHATTA - PANITAR NATURAL GAS PIPELINE PROJECT(KPPL)								
State : West Bengal								
District	Block	Mouza	Jl.No.	Map	Plot	Area		
						Hect	Are	Sq. Mt.
1	2	3	4	5	6	7		
Hooghly	BALAGARH	ARAZI ACHITPUR	121	LR				
					1	0	3	88
					15	0	0	10
					2	0	0	82
					3	0	1	57
					5	0	1	36
					6	0	5	52

KANAI CHATTA - PANITAR NATURAL GAS PIPELINE PROJECT(KPPL)								
State : West Bengal								
District	Block	Mouza	Jl.No.	Map	Plot	Area		
						Hect	Are	Sq. Mt.
1	2	3	4	5	6	7		
Hooghly	BALAGARH	GAURNAI	120	LR				
					870	0	4	87
					963	0	0	10
					964	0	16	26
					965	0	0	32
					966	0	13	42
					967	0	8	35
					968	0	0	10

KANAI CHATTA - PANITAR NATURAL GAS PIPELINE PROJECT(KPPL)								
State : West Bengal								
District	Block	Mouza	Jl.No.	Map	Plot	Area		
						Hect	Are	Sq. Mt.
1	2	3	4	5	6	7		
Hooghly	BALAGARH	KAMALPUR	119	LR				
					1231	0	0	10
					1236	0	12	44
					1237	0	7	54
					1238	0	5	82
					1254	0	2	11
					1258	0	5	74
					1259/2165	0	0	15
					1262	0	0	10
					1263	0	1	37
					1264	0	8	14
					1265	0	0	10

	1266	0	6	11
	1269	0	0	34
	1270	0	2	63
	1271	0	4	87
	1284	0	8	11
	1287	0	4	91
	1288	0	2	32
	1289	0	0	10
	1290	0	1	9
	1291	0	2	83
	1292	0	3	11
	1293	0	4	68
	1294	0	0	19
	1308	0	7	68
	145	0	2	72
	146	0	4	81
	147	0	2	13
	148	0	0	88
	149	0	1	55
	150	0	1	82
	151	0	0	22
	152	0	0	64
	153	0	5	16
	161	0	0	29
	162	0	4	39
	162/2121	0	0	96
	163	0	1	95
	164	0	0	81
	165	0	1	79
	166	0	0	55
	167	0	3	65
	168/2122	0	0	10
	199	0	1	84
	202	0	6	43
	203	0	1	9
	220	0	2	40
	221	0	3	32
	222	0	2	38
	223	0	4	24
	224	0	0	10
	229	0	0	10
	232	0	7	16
	233	0	0	78
	251	0	3	39
	252	0	6	26

	298	0	1	87
	299	0	2	38
	300	0	5	62
	301	0	0	89
	302	0	3	59
	303	0	1	12
	307	0	4	16
	308	0	6	56
	309	0	0	86
	314	0	1	1
	315	0	0	20
	316	0	7	71
	317	0	0	14
	359	0	1	38
	360	0	1	7
	373	0	5	92
	374	0	1	90
	375	0	3	98
	376	0	3	14
	377	0	0	10
	387	0	0	14
	391	0	13	99
	392	0	3	55
	394	0	0	10
	395	0	6	98
	398	0	0	10
	399	0	3	53

KANAI CHATTA - PANITAR NATURAL GAS PIPELINE PROJECT(KPPL)								
State : West Bengal								
District	Block	Mouza	Jl.No.	Map	Plot	Area		
						Hect	Are	Sq. Mt.
1	2	3	4	5	6	7		
Hooghly	BALAGARH	KHAMARGACHHI	117	LR				
					153	0	2	82
					154	0	9	86
					162	0	1	64
					163	0	1	27
					164	0	5	6
					165	0	6	56
					198	0	0	10
					199	0	0	92
					219	0	0	41
					220	0	10	31

	221	0	5	89
	222	0	1	46
	223	0	6	5
	224	0	0	48
	228	0	1	52
	229	0	9	25
	232	0	1	76
	233	0	5	77
	234	0	7	90
	239	0	11	21
	241	0	2	56
	274	0	1	38
	275	0	2	43
	277	0	10	14
	278	0	8	45
	280	0	0	17
	235	0	0	10

KANAI CHATTA - PANITAR NATURAL GAS PIPELINE PROJECT(KPPL)								
State : West Bengal								
District	Block	Mouza	Jl.No.	Map	Plot	Area		
						Hect	Are	Sq. Mt.
1	2	3	4	5	6	7		
Hooghly	BALAGARH	BANESWARPUR	114	LR				
					80	0	0	10
					82	0	1	11
					81	0	0	73
					259	0	3	47
					83	0	6	91
					87	0	7	49
					88	0	1	96
					89	0	5	3
					90	0	3	31
					91	0	3	41
					92	0	0	10
					176	0	6	31
					190	0	4	80
					191	0	3	26
					198	0	0	10
					206	0	0	36
					217	0	0	92
					230	0	4	0
					238	0	4	77
					239	0	3	33
					249	0	0	56

	251	0	3	79
	252	0	0	85
	253	0	4	41
	258	0	3	40
	260	0	1	56
	263	0	0	52
	265	0	0	89
	168	0	1	12
	170	0	1	59
	169	0	4	25
	95	0	2	68
	94	0	1	13
	93	0	0	62
	86	0	2	19
	85	0	2	93
	250	0	4	15
	247	0	2	15
	240	0	2	83
	231	0	3	20
	220	0	6	74
	218	0	0	32
	219	0	0	49
	207	0	5	70
	208	0	0	10
	196	0	0	97
	197	0	1	98
	177	0	3	30
	178	0	0	39

KANAI CHATTA - PANITAR NATURAL GAS PIPELINE PROJECT(KPPL)								
State : West Bengal								
District	Block	Mouza	Jl.No.	Map	Plot	Area		
						Hect	Are	Sq. Mt.
1	2	3	4	5	6	7		
Hooghly	BALAGARH	MOKTARPUR	116	LR				
					40	0	2	73
					41	0	0	32
					42	0	0	60
					64	0	0	38
					43	0	7	78
					57	0	9	77
					63	0	0	10
					58	0	2	90
					59	0	6	43
					82	0	7	82
					81	0	2	44
					83	0	0	10
					84	0	7	53

	86	0	4	1
	87	0	5	7
	88	0	1	9
	118	0	7	80
	130	0	3	98
	131	0	0	13
	132	0	2	26
	141	0	1	18
	205	0	2	96
	207	0	4	89
	208	0	0	12
	210	0	5	20
	211	0	2	3
	213	0	0	73
	212	0	1	56
	214	0	0	55
	218	0	3	26
	217	0	1	70
	219	0	2	42
	220	0	1	93
	223	0	6	14
	222	0	3	42
	234	0	1	84
	355	0	5	44
	357	0	7	37
	358	0	4	11
	335	0	1	16
	334	0	1	39
	333	0	1	23
	332	0	2	3
	372	0	46	91
	556	0	13	99

[F. No. L-14014/38/2023-GP-II (E-48582)]

RAMJI LAL MEENA, Under Secy.

नई दिल्ली, 29 दिसम्बर, 2023

का.आ. 19.—पेट्रोलियम और खनिज पाइपलाइन (भूमि में प्रयोक्ता के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (इसमें इसके बाद उक्त अधिनियम कहा गया है) की धारा 2 के खंड (क) के अनुसरण में भारत सरकार एतद्वारा, तमिल नाडु राज्य में मैसर्स इंडियन ऑयल कॉर्पोरेशन लिमिटेड की एन्नोर-तिरुवल्लूर-बंगलुरु-पुदुच्चेरी-

नागापट्टिनम-मदुरई-तूतीकोरीन प्राकृतिक गैस पाइपलाइन परियोजना के लिये पेट्रोलियम और खनिज पाइपलाइन (भूमि में प्रयोक्ता के अधिकार का अर्जन) अधिनियम, 1962 के तहत श्री डी. सुरेश, उप समाहर्ता, तमिलनाडु सरकार को श्री जे. कन्नन, उप समाहर्ता, तमिलनाडु सरकार के स्थान पर सक्षम प्राधिकारी के कार्यों का निर्वहन करने के लिये प्राधिकृत करती है।

2. यह अधिसूचना इसके जारी होने की तिथि से प्रभावी होगी।

[फा. सं. एल -14014/77/2018-जीपी-II (ई-41940)]

रामजीलाल मीना, अवर सचिव

New Delhi, the 29th December, 2023

S.O. 19.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter called the said Act), the Government of India hereby authorizes Shri D. Suresh, Deputy Collector, Government of Tamil Nadu vice Shri J. Kannan, Deputy Collector, Government of Tamil Nadu to perform the functions of Competent Authority under the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 for Ennore – Thiruvallur – Bengaluru – Puducherry – Nagapattinam – Madurai – Tuticorin Natural Gas Pipeline Project of M/s. Indian Oil Corporation Limited in the State of Tamil Nadu.

2. This notification will be effective from the date of its issue.

[F. No. L-14014/77/2018-GP-II (E-41940)]

RAMJI LAL MEENA, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 12 जनवरी, 2024

का.आ. 20.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और गुरमेल कौर, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (57/2016) प्रकाशित करती है।

[सं. एल -12025/01/2024- आई आर (बी-I)-01]

सलोनी, उप निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 12th January, 2024

S.O. 20.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.57/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Gurmail Kaur.Worker.

[No. L-12025/01/2024- IR(B-I)-01]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No.57/2016

Registered On:-11/11/2016

Gurmail Kaur W/o Sh. Jarnail Singh C/o Harpreet Singh Resi-cum-Office of Street No.12, Rishi Colony, Patiala (Punjab) .

.....Workman

Versus

1. The Admn. Commander, Station Head Quarter, Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

AwardPassed On:-07.12.2023

1. The workman Gurmail Kaur has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 12 जनवरी, 2024

का.आ. 21.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-1, पटियाला, संबद्ध नियोजको और शैली, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (58/2016) प्रकाशित करती है।

[सं. एल -12025/01/2024- आई आर (बी-1)-02]

सलोनी, उप निदेशक

New Delhi, the 12th January, 2024

S.O. 21.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.58/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Shelly.Worker.

[No. L-12025/01/2024- IR(B-I)-02]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No.58/2016

Registered On:-11/11/2016

Shelly S/o Kamlesh Kumar C/o Harpreet Singh Resident-cum-Office of Street No.12, Rishi Colony, Patiala (Punjab).

.....Workman

Versus

1. The Admn. Commander, Station Head Quarter, Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

AwardPassed On:-07.12.2023

1. The workman Shelly has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 12 जनवरी, 2024

का.आ. 22.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और करण, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (59/2016) प्रकाशित करती है।

[एल -12025/01/2024-आई आर (बी-I)-03]

सलोनी, उप निदेशक

New Delhi, the 12th January, 2024

S.O. 22.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 59/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Karan.Worker.

[No. L-12025/01/2024- IR(B-I)-03]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No.59/2016

Registered On:-11/11/2016

Karan S/o Sh. Babu Ram C/o Harpreet Singh Resident-cum-Office of Street No.12, Rishi Colony, Patiala (Punjab).

.....Workman

Versus

1. The Admn. Commander, Station Head Quarter, Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

AwardPassed On:-07.12.2023

1. The workman Karam has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 12 जनवरी, 2024

का.आ. 23.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और सुखविंदर कौर, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (60/2016) प्रकाशित करती है।

[सं. एल -12025/01/2024- आई आर (बी-I)-04]

सलोनी, उप निदेशक

New Delhi, the 12th January, 2024

S.O. 23.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 60/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Sukhwinder Kaur.Worker.

[F. No. L-12025/01/2024- IR(B-I)-04]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No. 60/2016

Registered On:-11/11/2016

Sukhwinder Kaur W/o Som Nath C/o Harpreet Singh Resident-cum-Office of Street No.12, Rishi Colony, Patiala (Punjab).

.....Workman

Versus

1. The Admn. Commander, Station Head Quarter, Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

AwardPassed On:-07.12.2023

1. The workman Sukhwinder Kaur has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 12 जनवरी, 2024

का.आ. 24.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-1, पटियाला, संबद्ध नियोजको और जगतार सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (61/2016) प्रकाशित करती है।

[सं. एल -12025/01/2024- आई आर (बी-1)-05]

सलोनी, उप निदेशक

New Delhi, the 12th January, 2024

S.O. 24.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.61/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Jagtar Singh.Worker.

[No. L-12025/01/2024- IR(B-I)-05]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No.61/2016

Registered On:-11/11/2016

Jagtar Singh S/o Sh. Gurdev Singh R/o H.No.123, Swajpur, Distt. Patiala C/o Harpreet Singh Resident-cum-Office of Street No.12, Rishi Colony, Patiala (Punjab).

.....Workman

Versus

1. The Admn. Commander, Station Head Quarter, Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

Award

Passed On:-07.12.2023

1. The workman Jagtar Singh has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 15 जनवरी, 2024

का.आ. 25.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कांडला पोर्ट ट्रस्ट के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, **अहमदाबाद** के पंचाट (34/2017) प्रकाशित करती है।

[सं. एल -37011/05/2017- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 15th January, 2024

S.O. 25.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.34/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Kandla Port Trust and their workmen.

[No. L-37011/05/2017- IR(B.II)]

SALONI, Dy. Director

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AHMEDABAD

Present....

Sunil Kumar Singh-I,

Presiding Officer, CGIT cum Labour Court,

Ahmedabad,

Dated 26th September, 2023

Reference: (CGITA) No- 34/2017

1. The Chairman,

Kandla Port Trust, A. O. Building,

P.O.Box No.50, Gandhidham,

KUTCH-370201.

.....First Party

V

The General Secretary,

Kandla Port & Dock SC/ST Employees Union,

SGX-36&37, Ward No.2-B,

Adipur(Kutch),

KUTCH-370205.

.....Second Party

Adv. for the First Party : Shri K. V. Ghadia

Adv. for the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/05/2017–IR(B-II) dated 19.04.2017 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the Chairman, Kandla Port Trust, Gandhidham by not granting 3rd financial up-gradation under MACP Scheme to Smt. Vishni P. Thadani, Assistant is legal and justified? If not, what relief the workman concerned is entitled to?”

1. Case was called out. First Party/employer is represented through Ld. Counsel Shri K. V. Gadhia. None responds for SP/Workman despite repeated calls. The case is fixed for hearing on application Ex.9 for withdrawal of vakalatnama. Ex.9 is allowed Shri N. H. Rathod, Adv. is permitted to withdraw his vakalatnama.

2. Perusal of record shows that this court observed on 21.08.2023 that the applicant union mentioned in the earlier withdrawal application (Ex.8) did not match with the nomenclature of the union mentioned in the reference. The order is still required to be passed on Ex.8. The withdrawal application Ex.8 is accordingly rejected as it does not match the applicant/union with one, mentioned in the reference.

3. Perusal of the record further shows that the reference was received in this court on 11.05.2017. Photo copy of the postal receipt Ex.3 dtd.03.01.2018 addressed to the General Secretary, Kandla Port & Dock SC/ST Employees Union mentioned in the reference is on record. The workmen’s union / the General Secretary, Kandla Port & Dock SC/ST Employees Union did neither turn up nor filed any statement of claim till now. Five years have already elapsed from the date of receipt of this reference. In the circumstances, the claim under reference has not been substantiated by any piece of evidence. Hence the reference is answered in positive in favour of the employer and against the SP/workmen’s union. The award is passed accordingly.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of the Industrial Disputes Act, 1947.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 15 जनवरी, 2024

का.आ. 26.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र, संबद्ध नियोजको और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, **अहमदाबाद** के पंचाट (25/2010) प्रकाशित करती है।

[सं. एल -41011/58/2008- आई आर (बी-1)]

सलोनी, उप निदेशक

New Delhi, the 15th January, 2024

S.O. 26.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 25/2010) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen.

[No. L-41011/58/2008- IR(B.I)]

SALONI, Dy. Director

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present - Sunil Kumar Singh - I,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Date: 29th September, 2023

Reference (CGITA) No. : 25/2010

1. The Secretary,
Railway Board, Ministry of Railways, Rail Bhawan,
New Delhi
 2. The Engineer (C),
Western Railway, Plat Form 01, Kalupur,
Ahmedabad (Gujarat)
 3. The General Manager,
Western Railway, Churchgate,
Mumbai
-First Party / Employer
- V
- The General Secretary,
P. R. K. P.,
28/B, Narain Park, B/h Chandkheda Railway Station,
Sabarmati, Ahmedabad (Gujarat)
-Second Party / Workmen

Advocate for the First Party / Employer : Shri H. R. Raval

Representative for the Second Party / Workmen : Shri R. S. Sisodiya

AWARD

The Government of India / Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/58/2008-IR(B-I) dated 27.04.2009 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad in respect of the matter specified in the Schedule.

SCHEDULE

“Whether the demand of General Secretary, Paschim Railway Karmachari Parishad, Ahmedabad for reinstatement of 25 casual labours (as per list) who were not appointed while their juniors were absorbed with all consequential benefits, from the management of the Chief Engineer (C), Western Railway, Plat No. 01, Kalupur, Ahmedabad, is justified? If so, what relief the workmen concerned are entitled to and from which date?”

1. The second party / workmen / union submitted the consolidated statement of claim at Ex. 7 along with an additional statement at Ex. 19, stating therein that the concerned 25 workmen were initially appointed in the year 1979 on the post of Khalasi as permanent employees and had continuously worked on a vacant permanent sanctioned post without any break from the year 1979 to 1981 for more than 240 days in each calendar year. Thereafter, the first party / employer had illegally terminated their services without any reason in the year 1981 and after their termination, appointed fresh group of 18 workmen named in the statement of claim, at the same place for the same work. An industrial dispute was raised by the union for regularisation of services of the similarly situated workmen on the permanent post. The tribunal in Reference (ITC) No. 13/1981 passed an award dated 14.03.1996, allowing the reference by directing the first party to regularise the services of 33 other workmen on permanent establishment. The said award has been complied by the employer. The second party / union has further stated that the names of present concerned workmen were not included in the list at the time of raising dispute by mistake and could not be granted the said benefit. After termination of services by the first party, the workmen approached the Hon'ble CAT by filing O. A. No. 202/99 which was disposed of on 10.01.2003. Thereafter, the workmen approached Hon'ble High Court of Gujarat vide SCA No. 8459/05 and the petition was withdrawn with a view to approach the appropriate authority, hence the said dispute. The employer has violated the provisions of Section 25 (F), 25 (G) and 25 (H) of the Industrial Disputes Act, 1947. The second party / workmen has prayed for reinstatement with continuity of service and full back wages.
2. The first party / employer has submitted its written statement at Ex. 9 r/w Ex. 19/A and generally denied the claim of the workmen stating that the concerned workmen were not initially appointed or engaged as Khalasi on permanent post and also not worked continuously without any break since the year 1979 to 1981. The workmen had not completed 240 days continuous service in any calendar year. Fresh recruits had not been appointed by the first party. The termination of engagement is an individual dispute and not a collective dispute, therefore, the union have no right to raise such dispute. The O.A. No. 202/99 was filed before the Hon'ble CAT after a long time of 18 years and was dismissed on merits. The claim is belated. 18 employees were regularised as implementation of award passed in Reference (ITC) No. 13/81. The concerned present workmen were not the parties to the said reference. The present workmen were daily rated casual labours and their services were governed by day to day affair basis. It is further stated that no concerned workman has completed 240 days continuous service in any calendar year. Therefore, question of compliance of the provisions mentioned under Section 25 (F), 25 (G) and 25 (H) does not arise. It is prayed that the reference be dismissed as the workmen are not entitled to the claimed relief.
3. The second party / workmen have filed documentary evidence detailed as under:

Sl. No.	Name / Details of the document	Date of Document	Serialim of Document	Type / Remarks
1	Memorandum issued by Dy. CE(C&S), O/o Chief Engineer (Const. & Survey), Ahmedabad along with list of workers from Sl. No. 1 to 184	27.01.1999	Ex. 8 / 1	Xerox
2	A letter from XEN (C)'s Office, Jamnagar to ADI (C) I, II and 3 others on the subject 'Shifting of casual labour to RJT Division' along with a statement showing the list of 215 casual labours diverted to RJT Division with w.e.f. 21.09.1984	13.09.1984	Ex. 8 / 2	Xerox
3	An office order no. 20 issued by the o/o CKM, EW, Sabarmati	12.02.1999	Ex. 8 / 3	Xerox
4	An award passed by the Tribunal in Reference (ITC) No. 13/1981	14.03.1996	Ex. 8 / 4	Xerox
5	An order passed by the Hon'ble Central Administrative Tribunal, Ahmedabad in O.A. No. 202/1999	10.01.2003	Ex. 8 / 5	Xerox
6	An order passed by Hon'ble High Court of Gujarat in SCA No. 8459/05	14.06.2005	Ex. 8 / 6	Xerox

7	Memorandum issued by the o/o AEN, Western Railway	18.09.1995	Ex. 8 / 7	Xerox
8	Representation made by 25 workers C/o Shri Ashish Joshi, Advocate, Sabarmati to the Commissioner, Ahmedabad	22.03.2006	Ex. 8 / 8	Xerox
9	A statement showing list of 142 workers working in Rajkot Division	Not mentioned	Ex. 8 / 9	Xerox
10	Service cards issued by the employer to Shri Syamlal Nandlal, Shri P. Silavraj, Shri Khodaji Mangaji, Shri Gagaji Talaji, Shri Vishwambar M., Shri Prahladji Chhanaji, Shri Shitlaprasad Indrajit, Shri Navdhari R., Shri G. Subrmeriyam, Shri Rajgam, Shri Anant Rao D. Patil, Shri Kondusing B. Girase, Shri Kalaji Manaji, Shri Jethabhai Motibhai Solanki, Shri Malappa Kadappa, Shri Ramaji Gabhaji, Shri Hemraj Odhar, Shri Anuruddh Pande, Shri Malaji Talaji, Shri Govind Vajaji, Shri Babubhai S., Shri G. Sundermurthy, Shri K. Ganpati, Shri Manu Jaswant and Shri Ashok Mistry (concerned present workmen)	Not mentioned	Annexed with Ex. 16	Xerox
11	A letter no. E (NG)II/2005/CL/WR/31/CAT from Director Establishment (N) II, Railway Board, New Delhi to the General Manager (P), Western Railway, Mumbai	04.07.2006	Annexed with Ex. 16	Xerox
12	Letter from the General Manager (E), Western Railway, Headquarter Office, Mumbai to DRM (E) BCT and others on the subject 'Policy of staff matters	30.12.2008	Ex. 54 / 1	Xerox
13	A office letter / circular from Sr. DEN (E) – BVB, Western Railway on the subject 'Re-engagement of Ex.-casual labours / substitutes from the supplementary live register, as substitute gangman'	04.09.1995	Ex. 54 / 2	Xerox
14	A letter from DRM (E) – BVP, Western Railway to All Supervisory staff – BVP Divn. on the subject 'Inclusion of the names of Ex. Casual labours / substitutes in the supplementary live register' along with list 369 workers	27.04.1994	Ex. 54 / 3	Xerox
15	A circular / letter from Western Railway, Vadodara to all Subordinates of BRC Divn.	21.07.1987	Annexed with Ex. 56	Xerox
16	A letter from DRM (E) – BVP, Western Railway to All Supervisory staff – BVP Divn. on the subject 'Inclusion of the names of Ex. Casual labours / substitutes in the supplementary live register' along with list 369 workers	27.04.1994	Annexed with Ex. 56 (Replica of Ex. 54 / 3)	Xerox
17	A office letter / circular from Sr. DEN (E) – BVB, Western Railway on the subject 'Re-engagement of Ex.-casual labours / substitutes from the supplementary live register, as substitute gangman'	04.09.1995	Annexed with Ex. 56 (Replica of Ex. 54 / 2)	Xerox

4. The second party / workmen have filed the affidavits of their witnesses S / Shri Kondusing B. Girase at Ex. 11, Anant Rao Digember Patil at Ex. 15, Jethabhai Motibhai Solanki at Ex. 18, G. Sundar Murthy at Ex. 20 & Ex. 35, Ramanji Gabhaji at Ex. 21 & Ex. 36, K. Ganpati at Ex. 22 & Ex. 41, P. Silavraj at Ex. 23 & Ex. 34, Gagaji Talaji at Ex. 24 & Ex. 38, Malaji Talaji at Ex. 25 & Ex. 39, Kalaji Manaji at Ex. 26 & Ex. 37, Sitala Prasad Indrajit at Ex. 27 & Ex. 40, Prahladji at Ex. 28 & Ex. 33, Khodaji Mangaji at Ex. 29 & Ex. 32, Manu Jaswant at Ex. 30 & Ex. 44, Rajgam at Ex. 43, Anurudh Pande at Ex. 45 & Ex. 49, Mallappa Kadappa at Ex. 47 and Babubhai at Ex. 48 in their examination-in-chief. These workmen / witnesses were cross-examined except S / Shri G. Sundar Murthy at Ex. 20 & Ex. 35, Gagaji Talaji Thakor at Ex. 24 & Ex. 38, Anurudh Pande at Ex. 45 & Ex. 49, Malappa Kandapa at Ex. 47, Babubhai at Ex. 48.

5. The first party / employer has filed documentary evidence detailed as under:

Sl. No.	Name / Details of the document	Date of Document	Serialim of Document	Type / Remarks
1	An order passed by the Hon'ble Central Administrative Tribunal, Ahmedabad in O.A. No. 202/1999	10.01.2003	Ex. 14 / 1	Xerox
2	Letter from CE (S&C) CCG to CE (C) ADI / JP on the subject 'Draft para for C & Ag's Report 1988-89 – Continued employment of casual labours on construction project after completion of work due to delay in their absorption in open-line / retrenchment'	16.08.1990	Annexed with Ex. 14 as Ex. 14 / 2	Xerox
3	Letter from General Manager, HQ, Bombay to DRM-BCT and others on the subject 'Labour casual - employment of – information in regard to the seniority list of project casual labours'	19.09.1986	Annexed with Ex. 14 as Ex. 14 / 3	Xerox
4	Letter from Department of Railway, New Delhi to Chief Personnel Officer, Western Railway, Bombay on the subject 'Project casual labour – terms of employment of'	12.09.1986	Annexed with Ex. 14 and printed at the back of Ex. 14 / 3	Xerox
5	Letter from Department of Railway, New Delhi to The General Manager, All Indian Railways on the subject 'Project casual labour – terms of employment of'	11.09.1986	Annexed with Ex. 14 as Ex. 14 / 4	Xerox
6	Letter by General Manager (E), Western Railway to the General Secretary, WR EU-GTR on the subject 'Labours – Casual Employment of Policy – Project Casual Labour – Terms of employment of'	June 1984	Annexed with Ex. 14 as Ex. 14 / 5	Xerox

6. The first party / employer has examined Shri M. L. Jain, Senior Personnel Officer, Western Railway, Ahmedabad, in examination-in-chief at Ex. 52 who has been cross-examined by the second party / workmen. This witness also filed his affidavit at Ex. 13.
7. I have perused the records and heard Ld. Counsel for first party / employer Shri H. R. Raval in addition to his written arguments at Ex. 56, Ex. 57 & Ex. 58 and representative for second party / workmen Shri R. S. Sisodiya in addition to his written arguments at Ex. 55.
8. Ld. Counsel for the first party / employer has argued in accordance with the averments made in written statement at Ex. 9 and written submissions made vide Ex. 56, 57 and Ex. 58. He has drawn the attention of this Tribunal specifically towards the order dated 10.01.2003 passed by Hon'ble Central Administrative Tribunal, Ahmedabad in O.A. No. 202/1999 related to the all present twenty five workmen and has forcibly argued that the present workmen challenged their said termination order before Hon'ble CAT, which has decided the case on merit dismissing the said O.A.. He has further argued that the parties, subject matter, cause of action and the question involved in the present case is similar to one involved before the Hon'ble CAT, Ahmedabad, hence, this Tribunal cannot readjudicate the same claim as barred by the principle of 'res judicata'.
9. Ld. Counsel for the second party / workmen has argued in accordance with the averments made in the statement of claim at Ex. 7 r/w Ex. 19 and written submissions filed at Ex. 55. He has argued that this Tribunal has jurisdiction to decide the case of the present workmen as an industrial dispute.
10. In view of the arguments raised by the Ld. Counsels for the first party / employer in respect of the bar of 'res judicata' to the present proceedings, it deems just and proper to firstly give finding as to whether this reference is barred by the principle of 'res judicata'?
11. The question of applicability of the principle of 'res judicata' before this Tribunal is no more 'res integra'. The Apex Court in Chairman and Managing Director, the Fertilizers and Chemicals Tranvancore Ltd. V General Secretary, Fact Employees Association, 2019 (o) AIJEL-SC 63977, has clarified this situation. The relevant Paras 23 to 27 of the judgement read as under.

“23. In our considered view, the question, as to whether the principle of res judicata defined in Section 11 of the Code of Civil Procedure, 1908 (hereinafter referred to as “the Code”) applies to the labour proceedings or not, remains no more res integra and stands answered by three decisions of this Court.

24. The first case is *R. C. Tiwari V MP State Co operative Marketing Federation Ltd. & Ors.* (1997) 5 SCC 125. In this case, an employee of a cooperative society was dismissed from the services. He, therefore, referred the dispute of his termination to the Registrar under Sections 55 and 64 of the M.P. Cooperative [Society Act](#). The Deputy Registrar upheld the finding of the misconduct recorded in the domestic inquiry against the employee and upheld the termination as being legal and proper. The State then made a reference to the Labour Court under [Section 10](#) of the ID Act for deciding the legality of the termination by the Labour Court. The Labour Court, however, declared the domestic inquiry invalid and, in consequence, held the termination as bad in law. The employer, therefore, filed a writ petition in the High Court of MP. The High Court allowed the writ petition and set aside the award of the Labour Court. The employee then carried the matter to this Court in appeal. This Court dismissed the appeal and affirmed the view taken by the High Court.

25. This Court ruled that the reference to the Labour Court made by the State under [Section 10](#) of ID Act was hit by the principle of res judicata defined under Section 11 of the Code and, therefore, the reference made to the Labour Court was barred. It was held that the issue of termination of the employee was earlier gone into by the Deputy Registrar on its merits and the same once answered against the employee, it could not be again gone into in the reference proceedings by the Labour Court. This is what is held in Para 4:

“4. Admittedly, there is a finding recorded by the Deputy Registrar upholding the misconduct of the petitioner. That constitutes res judicata. No doubt, Section 11 CPC does not in terms apply because it is not a court, but a tribunal, constituted under the [Societies Act](#) is given special jurisdiction. So, the principle laid down there under mutatis mutandis squarely applies to the procedure provided under the Act. It operates as res judicata. Thus, we find that the High Court is well justified in holding that the Labour Court has no jurisdiction to decide the dispute once over and the reference itself is bad in law.”

26. The second case is *Pondicherry Khadi & Village Industries Board vs. P. Kulothangan & Anr.*, (2004) 1 SCC 68. In this case also, this Court again examined the question as to whether the principle of res judicata including the principles of constructive res judicata applies to the industrial adjudication or not. Though this Court did not notice the law laid down in the case of *R.C.Tiwari* (supra), yet it took the same view, as is clear from Paras 10 and 11:

“10. In our opinion, the appellant has correctly contended that the industrial dispute pertained to the same subjectmatter dealt with in the earlier writ proceedings and was barred by the principles of res judicata. It is well established that although the entire Civil Procedure Code is not applicable to industrial adjudication, the principles of res judicata laid down under Section 11 of the Code are applicable including the principles of constructive res judicata. Thus in *State of U.P. v. Nawab Hussain, 1977(2) S.C.C. 806*, it was held that the dismissal of a writ petition challenging disciplinary proceedings on the ground that the charged officer had not been afforded reasonable opportunity to meet the allegations against him, operated as res judicata in respect of the subsequent suit in which the order of dismissal was challenged on the ground that it was incompetently passed. This Court also held: (SCC p. 808)

It may be that the same set of facts may give rise to two or more causes of action. If in such a case a person is allowed to choose and sue upon one cause of action at one time and to reserve the other for subsequent litigation, that would aggravate the burden of litigation. Courts have therefore treated such a course of action as an abuse of its process.

11. The principle of res judicata operates on the court. It is the courts which are prohibited from trying the issue which was directly and substantially in issue in the earlier proceedings between the same parties, provided the court trying the subsequent proceeding is satisfied that the earlier court was competent to dispose of the earlier proceedings and that the matter had been heard and finally decided by such court. Here the parties to the writ petition filed by the respondent in the Madras High Court and the industrial dispute were the same. The cause of action in both was the refusal of the appellant to allow the respondent to rejoin service. The Madras High Court was competent to decide the issue which it did with a reasoned order on merits and after a contested hearing. This was not a case where the earlier proceedings had been disposed of on any technical ground as was the case in *Workmen v. Board of Trustees of the Cochin Port Trust, 1978(3) S.C.C. 119* and *Pujari Bai v. Madan Gopal, 1989(2) R.R.R. 106*. The “lesser relief” of reinstatement which was the subject matter of the industrial dispute had already been claimed by

the respondent in the writ petition. This was refused by the High Court. The correctness of the decision in the writ proceedings has not been challenged by the respondent. The decision was, therefore, final. Having got an adverse order in the writ petition, it was not open to the respondent to reagitate the issue before the Labour Court and the Labour Court was incompetent to entertain the dispute raised by the respondent and re-decide the matter in the face of the earlier decision of the High Court in the writ proceedings.”

27. The third case is Executive Engineer, ZP Engg. Divn. & [Anr. V Digambara Rao & Ors.](#), (2004) 8 SCC 262. In this case also, this Court placing reliance on the decision in Kulothangan (supra) reiterated the same view, earlier taken by this Court in the case of R.C. Tiwari (supra) with these words:

“15.....It is now well settled that the general principle of res judicata applies to an industrial adjudication.”

12. Now coming to the facts of the case in hand, this Tribunal is required to answer the reference as to whether the demand of the General Secretary of the union on behalf of concerned twenty five workmen for their reinstatement in service, is legal, proper and just?
13. This is an undisputed fact that the present workmen raised the dispute before Hon'ble CAT, Ahmedabad through O.A. No. 202/1999. Hon'ble CAT, vide its order dated 10.01.2003 has dismissed the claim of reinstatement of these workmen raised in indirect form. Section 2 of the Administrative Tribunal Act, 1985 does not speak of exclusion of the jurisdiction of Hon'ble CAT in respect of a person holding civil post in the Union of India or under 'railway department' under the Indian Union. Section 28 of the Administrative Tribunal Act, 1985 also does not oust the jurisdiction of its creature. Hence, Hon'ble CAT also has inbuilt jurisdiction in respect of such service matters.
14. Hon'ble Supreme Court in [Telecom District Manager and others V Keshab Deb](#), 2008 (8) SCC 402, has held that Section 28 does not bar the jurisdiction of the Central Administrative Tribunal. It saves the jurisdiction of the Industrial Tribunal. An employee who claims himself to be a workman, therefore, will have a right of election in the matter of choice of forum. It is therefore clear that the Central Administrative Tribunal is a competent Court to entertain such industrial dispute. The law laid down by Apex Court in Keshab Deb (supra), squarely applies to the facts of the present reference, hence it is held that Hon'ble CAT at Ahmedabad was a competent Court to decide the said dispute in question.
15. Present reference is in respect of the same parties with respect to the same subject matter in respect of the same relief i.e. to quash the said termination order and for reinstatement of all twenty five concerned workmen. The name of the one of the twenty five workmen i.e. Shri Manu Jaswant, does not specifically find mention in the Hon'ble CAT's order dated 10.01.2003. Hon'ble CAT has observed that there is no name mentioned against serial number 24. However, Shri Manu Jaswant has clarified in his affidavit submitted in his examination-in-chief at Ex. 44 that he approached Hon'ble CAT and Hon'ble Gujarat High Court. The name of this workman is however found at serial number 25 mentioned in the order dated 14.06.2005 passed by Hon'ble Gujarat High Court in SCA No. 8495/2005. The own admission of this workman in his cross-examination at Ex. 44 also shows that he also approached the Hon'ble CAT along with twenty four other workmen. This apart, even if it is presumed that he was not the party before Hon'ble CAT, on examining his case independently on merit, he has stated in his cross-examination that he raised the dispute in the year 2009 i.e. after 28 years from his termination in the year 1981. It is true that there is no limitation period provided for raising industrial disputes, however, the action is certainly expected to be initiated in a reasonable time as the delay defeats equity. The legal maxim 'vigilantibus non dormientibus jura subveniunt' means that the law will not help those who sleep on their rights. The workman Shri Manu Jaswant has admitted in his cross-examination at Ex. 44 that he also did not make any application for the enrolment of his name till 1987 which was the cut off date for submission of such applications before the department / Railway (employer). It is clear that according to his own admissions, he has raised this dispute for the very first time in the year 2009 after the said termination order of the year 1981. The totality of facts thus do not make him entitled for any relief.
16. In view of aforesaid discussions and law laid down by Hon'ble Supreme Court in the Fertilizers and Chemicals Tranvancore Ltd. (supra) and Keshab Deb (supra), the reference in respect of twenty four workmen cannot be adjudicated as the same is barred by the principle of 'res judicata'. As far as the belated claim of single workman Shri Manu Jaswant is concerned, cannot be said to be legal, proper and just. The reference is answered as stated above.
17. The award is passed accordingly.

Let two copies of the Award be sent to the appropriate Government for the needful and for publication.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 15 जनवरी, 2024

का.आ. 27.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कांडला पोर्ट ट्रस्ट के प्रबंधन, संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, **अहमदाबाद** के पंचाट (31/2015) प्रकाशित करती है।

[सं. एल -37011/03/2015- आई आर (बी-II)]

सलोनी, उप निदेशक

New Delhi, the 15th January, 2024

S.O. 27.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.31/2015) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Ahmedabad* as shown in the Annexure, in the industrial dispute between the management of Kandla Port Trust and their workmen.

[No. L-37011/03/2015- IR(B-II)]

SALONI, Dy. Director

**ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AHMEDABAD**

Present....

Sunil Kumar Singh-I,

Presiding Officer, CGIT cum Labour Court,

Ahmedabad,

Dated 26th September, 2023

Reference: (CGITA) No- 31/2015

The Chairman,

Kandla Port Trust,

Administrative Building,

P. B. No.50,

Gandhidham-370201.

.....First Party

V

The General Secretary,

Transport & Dock Workers Union,

21, Yogesh Building,

Plot No.586/12-C,

Gandhidham-370201.

.....Second Party

Adv. for the First Party : Shri K. V. Ghadia

Adv. for the Second Party : Shri N. H. Rathod

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-37011/03/2015-IR(B-II) dated 10.04.2015 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Kandla Port Trust is legal and justified in not giving promotion to Smt. Vishni P. Thadani, Sr. Clerk to the post of Assistant w.e.f. 26.03.2014? If not so, to what relief the employee is entitled?”

1. Today matter was called out. Shri K. V. Gadhia Ld. Advocate is representing First Party/employer and Shri N. H. Rathod, Advocate is representing Second Party/workmen's union. The Second Party workmen has moved withdrawal pursis Ex.9 along with union's letter dated 31.07.2023 M-9/1, wherein it is prayed that the SP / workmen's union wants to withdraw the case. Withdrawal is not opposed by First Party. The Second party is permitted to withdraw the reference as prayed for.
2. Thus the reference stands disposed of as withdrawn.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of the Industrial Disputes Act, 1947.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 15 जनवरी, 2024

का.आ. 28.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और अकी, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (62/2016) प्रकाशित करती है।

[सं. एल-12025/01/2024- आई आर (बी-I) -06]

सलोनी, उप निदेशक

New Delhi, the 15th January, 2024

S.O. 28.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.62/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Aki.Worker.

[No. L-12025/01/2024- IR(B-I)-06]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No.62/2016

Registered On:-11/11/2016

Aki W/o Bobby C/o Harpreet Singh Resident-cum-Office of Street No.12, Rishi Colony, Patiala (Punjab).

.....Workman

Versus

1. The Admn. Commander, Station Head Quarter, Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

AWARD

Passed On:-07.12.2023

1. The workman Smt. Aki has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly,

no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.

4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 15 जनवरी, 2024

का.आ. 29.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और किरना, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (63/2016) प्रकाशित करती है।

[सं. एल-12025/01/2024- आई आर (बी-I)-07]

सलोनी, उप निदेशक

New Delhi, the 15th January, 2024

S.O. 29.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.63/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Kirna.Worker.

[No. L-12025/01/2024- IR(B-I)-07]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Offier, Chandigarh.

ID No.63/2016

Registered On:-11/11/2016

Kirna W/o Sh. Sohan Lal, C/oHarpreet Singh Resident-cum-Office of Street No.12, Rishi Colony, Patiala (Punjab).

.....Workman

Versus

1. The Admn. Commander, Station Head Quarter, Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

AWARD

Passed On:-07.12.2023

1. The workman Kirna has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 15 जनवरी, 2024

का.आ. 30.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और बलजीत कौर, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (64/2016) प्रकाशित करती है।

[सं. एल-12025/01/2024- आई आर (बी-I)-08]

सलोनी, उप निदेशक

New Delhi, the 15th January, 2024

S.O. 30.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.64/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Baljeet Kaur. Worker.

[No. L-12025/01/2024- IR(B-I)-08]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No.64/2016

Registered On:-11/11/2016

Baljeet Kaur W/o Nirmal Singh C/o Harpreet Singh Resident-cum-Office of Street No.12, Rishi Colony, Patiala (Punjab).

.....Workman

Versus

1. The Admn. Commander, Station Head Quarter, Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

AWARD

Passed On:-07.12.2023

1. The workman Baljeet Kaur has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 15 जनवरी, 2024

का.आ. 31.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और अमन, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (65/2016) प्रकाशित करती है।

[सं. एल -12025/01/2024- आई आर (बी-I)-09]

सलोनी, उप निदेशक

New Delhi, the 15th January, 2024

S.O. 31.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.65/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Aman.Worker.

[No. L-12025/01/2024- IR(B-I)-09]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No.65/2016

Registered On:-11/11/2016

Aman W/o Inderjit, C/o Harpreet Singh Resident-cum-Office of Street No.12, Rishi Colony, Patiala (Punjab).

.....Workman

Versus

1. The Admn. Commander, Station Head Quarter, Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

AWARD

Passed On:-07.12.2023

1. The workman Aman has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 15 जनवरी, 2024

का.आ. 32.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार के प्रशासन. कमांडर, स्टेशन हेड क्वार्टर, सैन्य क्षेत्र, पटियाला; श्री पवन कुमार बजाज ठेकेदार निवासी एल.आई.जी. 175, अर्बन एस्टेट, फेज़-I, पटियाला, संबद्ध नियोजको और मीनू, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं 1 चण्डीगड के पंचाट (66/2016) प्रकाशित करती है।

[सं. एल-12025/01/2024- आई आर (बी-I)-10]

सलोनी, उप निदेशक

New Delhi, the 15th January, 2024

S.O. 32.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.66/2016) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court -I Chandigarh* as shown in the Annexure, in the industrial dispute between the management of The Admn. Commander, Station Head Quarter, Military Area, Patiala; Shri Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala, and Meenu.Worker.

[No. L-12025/01/2024- IR(B-I)-10]

SALONI, Dy. Director

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Offier, Chandigarh.

ID No.66/2016

Registered On:-11/11/2016

Meenu W/o Ram Kumar C/o Harpreet Singh Resident-cum-Office of Street No.12, Rishi Colony, Patiala (Punjab).

.....Workman

Versus

1. The Admn. Commander, Station Head Quarter, Military Area, Patiala.
2. Sh. Pawan Kumar Bajaj Contractor R/o L.I.G. 175, Urban Estate, Phase-I, Patiala.

.....Respondents

AWARD

Passed On:-07.12.2023

1. The workman Meenu has directly filed statement of claim under Section 2-A of the Industrial Disputes Act, 1947(hereinafter called the Act), with a prayer to reinstate the workman with back wages.
2. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 33.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वरिष्ठ डाकघर अधीक्षक, जबलपुर क्षेत्र, जबलपुर (म.प्र.), के प्रबंधतंत्र के संबद्ध नियोजकों और श्री किशनलाल मेहरा, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या CGIT/LC/R/151/2000) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27/12/2023 को प्राप्त हुआ था।

[सं. एल- 40012/234/2000- आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 33.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.CGIT/LC/R/151/2000) of the Central Government Industrial Tribunal cum Labour–Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Senior Superintendent of Post Offices, Jabalpur Region, Jabalpur (M.P.),and Shri Kishanlal Mehra, worker, which was received along with soft copy of the award by the Central Government on 27/12/2023.

[No. L- 40012/234/2000- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/151/2000

Present: P.K.Srivastava

H.J.S..(Retd)

**Shri Kishanlal Mehra,
C/o Deepchand Jharia,
Purana Dhobhighat,
Water Works Road,
PO:BhitaTamer,
Jabalpur(M.P.)-482001**

Workman

Versus

**The Senior Superintendent of Post Offices,
Jabalpur Region,
Jabalpur (M.P.)-482001**

Management

AWARD

(Passed on this 11Th day of December-2023.)

As per letter dated 29/8/2000 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-40012/234/2000-IR(DU). The dispute under reference relates to:

“Whether the action of the management of Senior Supdt. Of Post Offices, Jabalpur Sambhag, Jabalpur in terminating the services of Sh. Kishanlal Mehra, Extra Departmental Delivery Agent w.e.f. 1/6/98 is legal and justified? If not, to what relief the workman is entitled .”

1. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their respect statement of claim/defence.
2. The case of the workman as stated in his statement of claim is that he was employed by Management as Branch Dakpal and posted at Gangai Post Office we.f. 24-4-1992 till 2-6-1998 and had attained the status of permanent employee. He was issued a departmental charge sheet on the allegation of mis-appropriation of Rs.18,100/- which he collected from depositors and was required to deposit in their respective accounts. According to the workman, the inquiry was not conducted as per law. He was not given opportunity to defend himself. Charges were not proved during the inquiry and punishment of dismissal was disproportionate to the charges. The workman sought the relief of his reinstatement with all back wages.The workman was dismissed by way of punishment by Disciplinary Authority acting on the basis of inquiry report dated 2-6-1998. The Departmental appeal against dismissal was also rejected by Appellate Authority vide order dated 22-8-1999. A mercy petition by the workman sent to the Post Master General was also rejected vide order dated 22-8-2000.
3. According to the Management, the workman raised the amount from the account holder and did not deposit the amount in their accounts. During the inquiry, he admitted his guilt and deposited the amount along with interest.

According to the Management the charges regarding misconduct were serious, hence the punishment imposed is proportionate to the charge. The Management has thus requested that the reference be answered against the workman.

4. The following issues were framed by my learned Predecessor vide his order dated 30-10-2006:-

(1) Whether the departmental inquiry conducted by Management against the workman is proper and legal. If not, whether the Management is entitled to prove the misconduct of workman?

(2) To what relief if any, the workman is entitled?

5. Issue No.1 was taken as preliminary issue by my learned Predecessor. Parties were required to lead their respective evidence on preliminary issue. The workman and Management examined their witness and proved the inquiry papers.

6. Vide his order dated 11-11-2013 my learned Predecessor held the departmental inquiry against the workman not legal and proper.

7. The Management preferred a Writ Petition No.8800/2014 which was dismissed by Hon'ble Court vide order dated 5-10-2016.

8. Thereafter the Management was given a chance to prove the charges but no evidence at all was adduced by Management. The workman also did not adduce any evidence.

9. Having heard arguments of learned Counsel Shri Uttam Maheshwari for workman and Shri S.K.Mishra for Management and have gone through the record. The following issues came up for determination:-

(1) Whether the Management is an industry as defined in Industrial Disputes Act, 1947?

(2) Whether the charges against the workman are proved?

(3) Whether the workman is entitled to any relief?

On the basis of evidence on record, award was passed by this tribunal on 13/07/2022 deciding issue no. 1 against the workman with a finding the management is not an industry. Issue no. 2 was decided against the management holding the charges not proved. Issue no. 3 was also decided against workman on the basis of finding on issue no.1.

A miscellaneous petition 5234/22 was filed by the workman which was allowed by Hon'ble High Court of Madhya Pradesh vide order dated 04/07/2023 and setting aside the award, the case was remanded back to this tribunal for passing a fresh award.

At the time of argument Ld. Counsel of workman Shri Uttam Maheshwari appeared, his argument was heard none appeared for management I have gone through record.

10. ISSUE NO.1:-

On the basis of a reported judgment of **Hon'ble High Court of Karnataka in State of Karnataka vs H.B. Siwanna W.P.No 34051/2017**, referred to from the side of management. It was held that the Department of Post Office is not an industry as defined under section 2 (j) of Industrial Disputes Act. In this case, a judgment of **Hon'ble the Apex Court in the case of Sub Divisional Inspector office of post & others Vs Theyyam Joseph & others AIR, 1996SC 1271** was relied upon which held that since the Department of Post Office is engaged in communication and telecommunication, which is sovereign acts of a government, it is not a industry as defined under section 2 (j) of Industrial Disputes Act. Learned Counsel for workman has referred to a **later three judges bench judgment of Hon'ble the Apex Court in the case of General Manager, Telecom Vs A.Srinivasa** reported in 1998AIR 656SC, which has led around the proposition that the Department of Post Office and telecommunication is industry under section 2(j). This is a judgment by three judges bench which shall prevail over the judgment of Hon'ble the Apex Court in the case of **Theyyam Joseph (supra)**. Hence, in the light of principle of law propounded in the three judges bench decision is referred to above, **the management of Post Offices in the case in hand is held and industry as defined under section 2(J) of Industrial Disputes Act. Issue number one is decided accordingly.**

11. ISSUE NO.2:-

As established above, the departmental inquiry has been held against law by my learned Predecessor and this order has been upheld by Hon'ble High court. Thereafter the burden was on management to prove the charge. The management has not led any evidence. According to the management, since the case is old the records and witnesses are not available as they have retired, dead or untraceable. Learned Counsel for the management has referred to the statement of the workman on oath recorded during the hearing of preliminary issue regarding legality of departmental inquiry, wherein he stated that he could not credit the amount in the account of account holders due to mistake as he was overburdened and thereafter he deposited the entire amount with interest. According to the learned Counsel for Management, this confession of the workman is sufficient to prove him guilty for the charge of misconduct. I do not

subscribe to this argument because his statement regarding his admission of his guilt will be taken as a whole. He also says that it was a bonafide mistake on his part. Hence, in these circumstances, the charge against the workman is held not proved.

Issue No.2 is answered accordingly.

ISSUE NO.3:-

In the light of the finding that charges have not been proved against the Workman and that the management is industry as defined under section 2 (j), the issue remains to be decided is whether the Workman is entitled to any relief.

Learned Counsel for workmen has referred to a judgment of Hon'ble the Apex Court in the case of **Deepali Gundu Surwase Vs Kranti Junior Adhyapak Maha Vidyalaya (2014)2SCC(L&S)184 ie MANU/SWC/0942/2013**, Hon'ble the Apex Court has summarised the principles with respect to back wages as follows-

33. The propositions which can be culled out from the aforementioned judgments are:

i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.

ii) The aforesaid rule is subject to the rider that while deciding the issue of back wages, the adjudicating authority or the Court may take into consideration the length of service of the employee/workman, the nature of misconduct, if any, found proved against the employee/workman, the financial condition of the employer and similar other factors.

iii) Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.

iv) The cases in which the Labour Court/Industrial Tribunal exercises power under [Section 11-A](#) of the Industrial Disputes Act, 1947 and finds that even though the enquiry held against the employee/workman is consistent with the rules of natural justice and / or certified standing orders, if any, but holds that the punishment was disproportionate to the misconduct found proved, then it will have the discretion not to award full back wages. However, if the Labour Court/Industrial Tribunal finds that the employee or workman is not at all guilty of any misconduct or that the employer had foisted a false charge, then there will be ample justification for award of full back wages.

v) The cases in which the competent Court or Tribunal finds that the employer has acted in gross violation of the statutory provisions and/or the principles of natural justice or is guilty of victimizing the employee or workman, then the concerned Court or Tribunal will be fully justified in directing payment of full back wages. In such cases, the superior Courts should not exercise power under [Article 226](#) or 136 of the Constitution and interfere with the award passed by the Labour Court, etc., merely because there is a possibility of forming a different opinion on the entitlement of the employee/workman to get full back wages or the employer's obligation to pay the same. The Courts must always be kept in view that in the cases of wrongful / illegal termination of service, the wrongdoer is the employer and sufferer is the employee/workman and there is no justification to give premium to the employer of his wrongdoings by relieving him of the burden to pay to the employee/workman his dues in the form of full back wages.

vi) In a number of cases, the superior Courts have interfered with the award of the primary adjudicatory authority on the premise that finalization of litigation has taken long time ignoring that in majority of cases the parties are not responsible for such delays. Lack of infrastructure and manpower is the principal cause for delay in the disposal of cases. For this the litigants cannot be blamed or penalised. It would amount to grave injustice to an employee or workman if he is denied back wages simply because there is long lapse of time between the termination of his service and finality given to the order of reinstatement. The Courts should bear in mind that in most of these cases, the employer is in an advantageous position vis-à-vis the employee or workman. He can avail the services of best legal brain for prolonging the agony of the sufferer, i.e., the employee or workman, who can ill afford the luxury of spending money on a lawyer with certain amount of fame. Therefore, in such cases it would be prudent to adopt the course suggested in *Hindustan Tin Works Private Limited v. Employees of Hindustan Tin Works Private Limited* (supra).

In the case in hand, as it has been mentioned earlier that the departmental enquiry against the Workman was found against law and a writ petition filed by Management against this finding was dismissed by Hon'ble High Court of MP details mentioned earlier. It has also been held that since the management could not adduce any evidence before this

tribunal in support of the charge of misconduct, the charge was held not proved. Hence, in the light of these findings, the workmen deserves reinstatement with all full wages and benefits and issue number three is answered accordingly.

In the light of above discussion and findings, following award is passed.

AWARD

The action of management of senior superintendent of Post Offices Jabalpur Sambhag in terminating the services of Sri Kishan Lal Mehra w.e.f. From June 1, 1998 is against law and is unjustified. The Workman is held entitled to be reinstated with back wages and benefits and also entitled to post retirement benefits, if any. No order as to cost.

12. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 34.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कुलपति, गुरु घासीदास विश्वविद्यालय, कोनी, बिलासपुर-(छ.ग.), के प्रबंधन के संबद्ध नियोजकों और श्री किसान मरार, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या CGIT/LC/R/38/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08/01/2024 को प्राप्त हुआ था।

[सं. एल-42012/126/2016 - आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 34.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/38/2017) of the Central Government Industrial Tribunal cum Labour-Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Vice Chancellor, Guru Ghasidas University, Koni, Bilashpur, (Chhattisgarh), and Shri Kisan Marar, worker, which was received along with soft copy of the award by the Central Government on 08/01/2024.

[No. L- 42012/126/2016 - IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/38/2017

Present: P.K.Srivastava

H.J.S..(Retd)

Shri Kisan Marar S/o Sh. Shankar Marar,
Vill-Nirthu, Po- Ghutku, Tah-Takhatpur,
BILASPUR(Chhattisgarh)

Workman

Versus

The Vice Chancellor,
Guru Ghasidas University, Koni,
BILASPUR(Chhattisgarh)

Management

AWARD**(Passed on this 27th day of December-2023.)**

As per letter dated 11/04/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number L-42012/126/2016 (IR(DU)) dt.11/04/2017. The dispute under reference related to :-

"Whether the action on the part of management headed by the Vice Chancellor of Guru Ghasidas Central University, Bilaspur in terminating the services of Sh. Kisan Marar, the daily wage worker working for a period of 17 years continuously and not giving terminal benefits including not complying section 25(F) of Id Act is legal and justified and whether the claim put forth by the retrenched workman in the dispute towards re-engagement and regularization and not being considered by the management in the entire decision making process is appropriate and justified? If not, what relief Sh. Kisan Marar, the retrenched daily rated workman in the dispute is entitled to?"

After registering the case on reference received, Notices were sent to the parties and were duly served on them. In Spite of service of notices, the workman never appeared nor did he file any statement of claim, management also did not file any written statement of defense.

Since None of the parties filed any pleading nor did file any evidence, holding the claim of workman not proved the reference deserves to be dismissed and is dismissed accordingly.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 35.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, दूरदर्शन केन्द्र, श्यामला हिल्स, भोपाल (म.प्र.), के प्रबंधन के संबद्ध नियोजकों और श्री विनोद बाबू अर्गल, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या CGIT/LC/R/97/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08/01/2024 को प्राप्त हुआ था।

[सं. एल- 42012/13/2017-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 35.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. CGIT/LC/R/97/2017**) of the **Central Government Industrial Tribunal cum Labour-Jabalpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, Doordarshan kendra, Shyamla Hills, Bhopal (M.P.), and Shri Vinod Babu Argal, worker**, which was received along with soft copy of the award by the Central Government on 08/01/2024.

[No. L- 42012/13/2017 - IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/97/2017

Present: P.K.Srivastava

H.J.S..(Retd)

Sh. Vinod Babu Argal

S/o Sh. Mánsharam Argal,

S-31, Nehru Nagar, BHOPAL(M.P.)

Workman

Versus

Director Doordarshan Kendra,
Shyamla Hills,
BHOPAL(M.P.)

Management

AWARD(Passed on this 22Th day of December-2023.)

As per letter dated 05/07/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference No. L-42012/13/2017 (IR(DU)) dt.05/07/2017 . The dispute under reference related to :-

"Whether the action of the management of Director, Doordarshan Kendra, Bhopal in refusing employment to Shri Vinod Argal w.e.f December 14 is legal & or justified? If not, to what relief the workman concerned is entitled to?"

After registering a case on reference, notices were sent to the parties and were duly served on them. In Spite of service of notices, the workman never appeared nor did he file any statement of claim, management also did not file any written statement of defense.

Since none of the parties filed any pleading nor did file any evidence, holding the claim of workman not proved the reference deserves to be answered against the workman and is answered accordingly.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 36.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार संयुक्त निदेशक, पीएसएस सेंट्रल इंस्टीट्यूट ऑफ बोकेशनल एजुकेशन (पीएसएससीआईवी ई)एनसीईआरटी, भोपाल (एमपी), के प्रबंधन के संबद्ध नियोजकों और श्री महेंद्र कुमार ठाकुर, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट(संदर्भ संख्या CGIT/LC/R/69/2020) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08/01/2024 को प्राप्त हुआ था।

[सं. एल- 42025/07/2024-09-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 36.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/LC/R/69/2020) of the **Central Government Industrial Tribunal cum Labour-Jabalpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Joint Director, PSS Central Institute of Vocational Education (PSSCIVE) NCERT, Bhopal (MP), and Shri Mahendra Kumar Thakur, worker**, which was received along with soft copy of the award by the Central Government on 08/01/2024.

[No. L- 42025/07/2024-09- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR****NO. CGIT/LC/R/69/2020****Present: P.K.Srivastava****H.J.S..(Retd)**

Shri Mahendra Kumar Thakur,
House No.198, Airport Road,
Data Colony, Bhopal (MP)-462 030.

Workman**Versus**

The Joint Director,
PSS Central Institute of Vocational Education
(PSSCIVE) NCERT, Bhopal (MP)

Management**AWARD****(Passed on this 22Th day of December-2023.)**

As per letter dated 22/10/2020 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference No. J-1(1-43)/2020-IR dt.22/10/2020 . The dispute under reference related to :-

"Whether the action of the management of PSSCIVE, NCERT, Bhopal in terminating the services of Shri Mahendra Kumar Thakur S/o Shri Ram Singh Thakur, Junior Project Fellow w.e.f. 01.04.2020 is legal and just ? If not, then what relief the above said workman is entitled and from which date?"

After registering a case on reference, notices were sent to the parties and were duly served on them. In Spite of service of notices, the workman never appeared nor did he file any statement of claim, management also did not file any written statement of defense.

Since none of the parties filed any pleading nor did file any evidence, holding the claim of workman not proved the reference deserves to be answered against the workman and is answered accordingly.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 37.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार महाप्रबंधक. नेशनल टेक्सटाइल कॉर्पोरेशन, मध्य प्रदेश इकाई, न्यू भोपाल टेक्सटाइल्स मिल, चांदबड़, भोपाल (मध्य प्रदेश), के प्रबंधन के संबद्ध नियोजकों और श्री रामेश्वर प्रसाद नायक, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या CGIT/LC/R/36/2021) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 08/01/2024 को प्राप्त हुआ था।

[सं. एल- 42025/07/2024-10-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 37.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. CGIT/LC/R/36/2021**) of the **Central Government Industrial Tribunal cum Labour—Jabalpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The General Manager. National Textile Corporation, Madhya Pradesh Unit, New Bhopal Textiles Mill, Chandbad, Bhopal (Madhya Pradesh), and Shri Rameshwar Prasad Nayak, worker**, which was received along with soft copy of the award by the Central Government on 08/01/2024.

[No. L- 42025/07/2024-10- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/36/2021

Present: P.K.Srivastava

H.J.S..(Retd)

**Shri Rameshwar Prasad Nayak,
S/o. Late Shri Thakurdas Nayak,
House Number 291, Ekta Nagar, Chhola Road,
Phoota Maqbara, Bhopal (Madhya Pradesh)**

Workman

Versus

**The General Manager.
National Textile Corporation, Madhya Pradesh Unit,
New Bhopal Textiles Mill, Chandbad,
Bhopal (Madhya Pradesh) - 462 010.**

Management

AWARD

(Passed on this 27th day of December-2023.)

As per letter dated 24/08/2021 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference number J-1(1-8)/2021-IR dt.24/08/2021 . The dispute under reference related to :-

"क्या कर्मकार श्री रामेश्वर प्रसाद नायक, दैनिक वेतन भोगी को महाप्रबन्धक, न्यू भोपाल टेक्सटाइल्स मिल, चाँदबड, भोपाल (मध्य प्रदेश) द्वारा काम से निकाला जाना न्यायोचित है? यदि नहीं, तो उक्त कर्मकार को कब से और किन लाभों के साथ नौकरी पर पुनः बहाल किया जाना चाहिए? "

After registering the case on reference received, Notices were sent to the parties and were duly served on them. In Spite of service of notices, the workman never appeared nor did he file any statement of claim, management also did not file any written statement of defense.

Since None of the parties filed any pleading nor did file any evidence, holding the claim of workman not proved the reference deserves to be dismissed and is dismissed accordingly.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 38.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुख्य महाप्रबंधक, दूरसंचार, भारत संचार निगम लिमिटेड, भोपाल द्वारा - जिला प्रबंधक, दूरसंचार, गुना (म.प्र.), के प्रबंधन के संबद्ध नियोजकों और श्री रामभरोसे, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या CGIT/LC/R/133/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27/12/2023 को प्राप्त हुआ था।

[सं. एल- 40012/32/2012-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 38.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. CGIT/LC/R/133/2012**) of the **Central Government Industrial Tribunal cum Labour-Jabalpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Chief General Manager, Telecommunications, Bharat Sanchar Nigam Ltd., Bhopal through - The District Manager, Telecommunication, Guna-(M.P), and Shri Rambharosa, worker**, which was received along with soft copy of the award by the Central Government on 27/12/2023.

[No. L- 40012/32/2012- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/133/2012

Present: P.K.Srivastava

H.J.S..(Retd)

Shri Rambharosa,
S/o Shri Bhanwarlal
R/o House No. 132, Karmakhedi
Ruthiyai, Near Budhelaji Mandir,
Teh. Raghogarh, Guna (M.P)

Workman

Versus

The Chief General Manager,
Telecommunications,
Bharat Sanchar Nigam Ltd.
Bhopal through District Manager,
Telecommunication, Guna (M.P)

Management

AWARD

(Passed on this 12Th day of December-2023.)

As per letter dated 22/11/2012 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-40012/32/2012-(IR(DU)). The dispute under reference relates to:

“Whether the claim of Shri Ram Bharosa that he had worked for more than 240 days in a year before alledged termination from 08/09/2009 is justified? If yes, whether the action of the management in terminating his services from 08/09/2009 is legal and just? If not, what relief the workman is entitled to?”

13. After registering the case on the basis of reference, notices were sent to the parties. Both the parties have filed their respect statement of claim/defence.

14. The case of the workman as stated in his statement of claim is that he was engaged by Management since march 1991 to 2000 and was disengaged without notice of compensation this is against law.
15. According to management, the workman was a daily wager worker he never worked continuously for 240 days in any year.
16. The workmen side hasnot filed any documents,nor did he file any affidavit in support of his claim. Management has filed affidavitofit's witness. Supporting case of management.
17. At the time of argument also, none appeared for parties. I have gone through the record.
18. The initial burden to prove his claim is on workman. He has not filed any evidence, nor has proved any document in photocopy filed by him. Hence holding his claim, not proved, the reference deserves to be answered against the workman and is answered accordingly.
19. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

P.K.SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 39.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक, दूरदर्शन केन्द्र, श्यामला हिल्स, भोपाल (म.प्र.), के प्रबंधतंत्र के संबद्ध नियोजकों और श्री शैलेन्द्र कुमार नौरिया, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर पंचाट (संदर्भ संख्या CGIT/LC/R/100/2017) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 27/12/2023 को प्राप्त हुआ था।

[सं. एल- 42012/24/2017-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 39.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. CGIT/LC/R/100/2017**) of the **Central Government Industrial Tribunal cum Labour-Jabalpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Director, Doordarshan kendra, Shyamla Hills,Bhopal (M.P.), and Shri Shailendra Kumar Nouriya, worker**, which was received along with soft copy of the award by the Central Government on 27/12/2023.

[No. L- 42012/24/2017 - IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/100/2017

Present: P.K.Srivastava

H.J.S..(Retd)

Sh. Shailendra Kumar Nouriya

S/o Sh. R.K. Nouriya, M-197,

Near Chetak Bridge, Gautam Nagar,

BHOPAL(M.P.)

Workman

Versus

**Director Doordarshan kendra,
Shyamla Hills,
BHOPAL(M.P.)**

Management**AWARD****(Passed on this 22Th day of December-2023.)**

As per letter dated 24/07/2017 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this tribunal under section-10 of I.D. Act, 1947 as per reference No. L-42012/24/2017 (IR(DU)) dt.24/07/2017 . The dispute under reference related to :-

"Whether the action of the management of Director, Doordarshan Kendra, Bhopal in terminating employment to Shri Shailendra Kumar Nouriyu w.e.f 08.04.2015 is legal & or justified? If not, to what relief the workman concerned is entitled to?"

After registering a case on reference, notices were sent to the parties and were duly served on them. In Spite of service of notices, the workman never appeared nor did he file any statement of claim, management also did not file any written statement of defense.

Since none of the parties filed any pleading nor did file any evidence, holding the claim of workman not proved the reference deserves to be answered against the workman and is answered accordingly.

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 40.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जिला अभियंता, टेलीग्राफ, दूरसंचार विभाग, जामनगर ; उपमंडल अधिकारी, तार, दूरसंचार विभाग, जामनगर, के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, सौराष्ट्र कर्मचारी संघ, राजकोट, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- अहमदाबाद पंचाट(संदर्भ संख्या 596/2004) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/01/2024 को प्राप्त हुआ था।

[सं. एल-40012/151/94- आईआर-डीयू]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 40.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 596/2004) of the **Central Government Industrial Tribunal cum Labour Court - Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The District Engineer, Telegraphs, Department of Telecommunication, Jamnagar ; The Sub Divisional Officer, Telegraphs, Department of Telecommunication, Jamnagar, and The President, Saurashtra Employees Union, Rajkot**, which was received along with soft copy of the award by the Central Government on 12/01/2024.

[No. - 40012/151/94- IR DU]

DILIP KUMAR, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AHMEDABAD

Present....

Sunil Kumar Singh-I,
 Presiding Officer,
 CGIT cum Labour Court,
 Ahmedabad,
 Dated : 07.12.2023

Reference: (CGITA) No- 596/2004

1. The District Engineer, Telegraphs,
 Department of Telecommunication,
 Jamnagar.
2. The Sub Divisional Officer, Telegraphs,
 Department of Telecommunication,
 Jamnagar.

.....First Party

V

The President,
 Saurashtra Employees Union,
 Baba Ama, 10/5, Junction Plot,
 Swami Tehiliram Marg,
 Rajkot-360001.

.....Second Party

For the First Party : Shri B. D. Thakkar
 For the Second Party : None.

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/151/94-IR(DU) dated 16.12.94 referred the dispute for adjudication to the Industrial Tribunal, Rajkot (Gujarat) in respect of the matter specified in the Schedule. The matter was later received by transfer on creation of this Tribunal at Ahmedabad in the year 2004.

SCHEDULE

“Whether the action of the erst while department of Telegraphs and now department of Telecom. Through the Telecom Dist. Manager, Jamnagar, in discontinuing/terminating or not taking on duties, Shri Trivedi Jayantilal Shamji Valid, just and legal? If no, to what benefits the workman is entitled for and which directions are necessary in the matter?”

1. The reference dates back to 16.12.94 in respect of the termination of workman and retrenchment compensation. The second party submitted the statement of claim Ex. 4 and also submitted the copy of the documents vide list Ex.7 on 30.03.1998. The affidavits of deposition by the SP/workman was submitted vide Ex.16 on 01.12.2011 and the affidavit by FP/employer was submitted vide Ex.17 on 16.02.2012. The case is fixed for the cross examination of SP/workman at his affidavit at Ex.16. The second party/workman was afforded last opportunity on 03.10.2022 along with additional opportunities on 27.03.2023 and 27.07.2023. The affidavit of workman submitted in his examination in chief at Ex.16 is of no avail for want of cross examination by FP employer. The workman has given the account of his working days from 01.12.1986 to 01.12.1987 but no account of his working days for the calendar year preceding his oral termination dt.30.11.1988 as mentioned in his statement of claim is given to show that he worked for more than 240 days in the year preceding his termination.. Hence the claim of the workman is not substantiated with evidence on record. It further give an impression that the workman/union is not interested to proceed further in the matter.

Thus, in view of above, the claim under in favour of the FP/employer and against the SP/workman. The award is passed accordingly.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of the Industrial Disputes Act, 1947.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 41.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जिला अभियंता, टेलीग्राफ, दूरसंचार विभाग, जामनगर ; उपमंडल अधिकारी, तार, दूरसंचार विभाग, जामनगर, के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, सौराष्ट्र कर्मचारी संघ, राजकोट, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- अहमदाबाद पंचाट(संदर्भ संख्या 598/2004) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/01/2024 को प्राप्त हुआ था।

[सं. एल-40012/188/93- आईआर-डीयू]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 41.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 598/2004) of the **Central Government Industrial Tribunal cum Labour Court - Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The District Engineer, Telegraphs, Department of Telecommunication, Jamnagar ; The Sub Divisional Officer, Telegraphs, Department of Telecommunication, Jamnagar, and The President, Saurashtra Employees Union, Rajkot**, which was received along with soft copy of the award by the Central Government on 12/01/2024.

[No. 40012/188/93- IR DU]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present....

Sunil Kumar Singh-I,
Presiding Officer,
CGIT cum Labour Court,
Ahmedabad,
Dated : 07.12.2023

Reference: (CGITA) No- 598/2004

1. The District Engineer Telephones,
Indian Post and Telegraphs Department,
Jamnagar.
2. The Sub Divisional Officer (Phones),
Indian Post and Telegraphs Department,
Jamnagar.

.....First Party

V

The President,
Saurashtra Employees Union,
Baba Ama, 10/5, Junction Plot,
Swami Tehliyaram Marg,
Rajkot-360001.

.....Second Party

For the First Party : Shri B. D. Thakkar

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/188/93-IR(DU) dated 20.01.95 referred the dispute for adjudication to the Industrial Tribunal, Rajkot (Gujarat) in respect of the matter specified in the Schedule. The matter was received by transfer on creation of this Central Government Industrial Tribunal cum Labour Court at Ahmedabad in the year 2004.

SCHEDULE

“Whether the action of the management of Sub-Divisional Officer (Phones) Jamnagar and Telecom District Engineer Jamnagar in terminating the services of Shri R. K. Omprakash Bajpai is proper, legal and justified? If not, to what relief the workman is entitled?”

1. The case was called out. FP/employer is represented through Ld. Counsel Shri B. D. Thakkar. None responds for SP/workman. Perusal of record shows that the case is fixed for arguments. However it transpires from the perusal of record that the SP/workman has been absenting since 21.06.2021. The second party/workman was afforded last opportunity on 23.12.2022 along with additional opportunities on 30.03.2023 and 27.07.2023. It appears that the SP/workman has either settled his dispute with the FP/employer out of court or is not interested to proceed further in the matter. Thus, in the circumstances, the claim of the workman is declined and the reference is answered in positive in favour of the FP/employer and against the SP/workman. The award is passed accordingly.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of the Industrial Disputes Act, 1947.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 42.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जिला अभियंता, टेलीग्राफ, दूरसंचार विभाग, जामनगर ; उप मंडल अधिकारी, तार, दूरसंचार विभाग, जामनगर, के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, सौराष्ट्र कर्मचारी संघ, राजकोट, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- अहमदाबाद पंचाट (संदर्भ संख्या 600/2004) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/01/2024 को प्राप्त हुआ था।

[सं. एल-40012/186/93-आईआर-डीयू]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 42.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 600/2004) of the **Central Government Industrial Tribunal cum Labour Court - Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The District Engineer, Telegraphs, Department of Telecommunication, Jamnagar ; The Sub Divisional Officer, Telegraphs, Department of Telecommunication, Jamnagar, and The President, Saurashtra Employees Union, Rajkot**, which was received along with soft copy of the award by the Central Government on 12/01/2024.

[No. L-40012/186/93- IR DU]

DILIP KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AHMEDABAD**

Present....

Sunil Kumar Singh-I,

Presiding Officer,

CGIT cum Labour Court,

Ahmedabad,

Dated : 07.12.2023

Reference: (CGITA) No- 600/2004

1. The District Engineer Telephones,
Indian Post and Telegraphs Department,
Jamnagar.

2. The Sub Divisional Officer (Phones),
Indian Post and Telegraphs Department,
Jamnagar.

.....First Party

V

The President,
Saurashtra Employees Union,
Baba Ama, 10/5, Junction Plot,
Swami Tehiliyaram Marg,
Rajkot-360001.

.....Second Party

For the First Party : Shri B. D. Thakkar

For the Second Party : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/186/93-IR(DU) dated 20.03.1995 referred the dispute for adjudication to the Industrial Tribunal, Rajkot (Gujarat) in respect of the matter specified in the Schedule. The matter was later received by transfer on creation of this Tribunal at Ahmedabad in the year 2004.

SCHEDULE

“Whether the action of the management of Sub-Divisional Officer (Phones) Jamnagar and Telecom District Engineer Jamnagar in terminating the services of Shri Rajeshwar Bhagat is legal and justified? If not, to what relief the workman is entitled?”

1. The case was called out. FP/employer is represented through Ld. Counsel Shri B. D. Thakkar. None responds for SP/workman. Perusal of record shows that the case is fixed for arguments. However it transpires from the perusal of record that the SP/workman has been absenting since 21.06.2021. The second party/workman was afforded last opportunity on 23.12.2022 along with additional opportunities on 30.03.2023 and 27.07.2023. It appears that the SP/workman has either settled his dispute with the FP/employer out of court or is not interested to proceed further in the matter. Thus, in the circumstances, the claim of the workman is declined and the reference is answered in positive in favour of the FP/employer and against the SP/workman. The award is passed accordingly.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of the Industrial Disputes Act, 1947.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 43.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जिला अभियंता, टेलीग्राफ, दूरसंचार विभाग, जामनगर ; उपमंडल अधिकारी, तार, दूरसंचार विभाग, जामनगर, के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, सौराष्ट्र कर्मचारी संघ, राजकोट, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- अहमदाबाद पंचाट (संदर्भ संख्या 629/2004) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/01/2024 को प्राप्त हुआ था।

[सं. एल-40012/22/93-आईआर-डीयू]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 43.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 629/2004) of the **Central Government Industrial Tribunal cum Labour Court - Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The District Engineer, Telegraphs, Department of Telecommunication, Jamnagar ; The Sub Divisional Officer, Telegraphs, Department of Telecommunication, Jamnagar, and The President, Saurashtra Employees Union, Rajkot**, which was received along with soft copy of the award by the Central Government on 12/01/2024.

[No. L-40012/22/93- IR DU]

DILIP KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, AHMEDABAD

Present....

Sunil Kumar Singh-I,
Presiding Officer,
CGIT cum Labour Court,
Ahmedabad,
Dated : 07.12.2023

Reference: (CGITA) No- 629/2004

1. The District Engineer, Telegraphs,
Engineering Division,
Surendranagar-363001.
2. The Sub Divisional Officer, Phones,
Engineering Division,
Surendranagar-363001.

.....First Party

V

The President,
Saurashtra Employees' Union,
Umesh Commercial Complex, 213-214,
2nd Floor, Near Chaudhary high school,
Rajkot-360001.

.....Second Party

For the First Party : Shri H. R. Raval

For the Second Party : None.

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-40012/22/93-IR(DU) dated 06.06.1995 referred the dispute for adjudication to the Industrial Tribunal, Rajkot (Gujarat) in respect of the matter specified in the Schedule. The matter was later received by transfer on creation of this Tribunal at Ahmedabad in the year 2004.

SCHEDULE

“Whether the action of the management of SDO Phones in terminating the services of Shri Arvindkumar K. Mali ex-casual labour is legal and justified? If not, to what relief the workman is entitled to?”

1. The case was called out. FP/employer is represented through Ld. Counsel Shri H. R. Raval. None responds for SP/workman. Perusal of record shows that the case is fixed for arguments. However it transpires from the perusal of record that the SP/workman has been absenting since 25.06.2021. The second party/workman was afforded last opportunity on 23.12.2022 along with additional opportunities on 30.03.2023 and 27.07.2023. It appears that the SP/workman has either settled his dispute with the FP/employer out of court or is not interested to proceed further in the matter. Thus, in the circumstances, the claim of the workman is declined and the reference is answered in positive in favour of the FP/employer and against the SP/workman. The award is passed accordingly.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of the Industrial Disputes Act, 1947.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 44.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कमांडिंग ऑफिसर, 36, विंग एयरफोर्स, मकरपुरा, वडोदरा (गुजरात), के प्रबंधन के संबद्ध नियोजकों और श्री संतोष कुमार उपाध्याय, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- अहमदाबाद पंचाट (संदर्भ संख्या 123/2006) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/01/2024 को प्राप्त हुआ था।

[सं. एल-14012/13/2005-आईआर-डीयू]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 44.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 123/2006) of the **Central Government Industrial Tribunal cum Labour Court - Ahmedabad** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Commanding Officer, 36, Wing Airforce, Makarpura, Vadodara- (Gujarat), and Shri Santosh Kumar Upadhyay, Worker**, which was received along with soft copy of the award by the Central Government on 12/01/2024.

[No. L-14012/13/2005- IR DU]

DILIP KUMAR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
AHMEDABAD**

Present....

Sunil Kumar Singh-I,

Presiding Officer, CGIT cum Labour Court,

Ahmedabad,

Dated 18th December, 2023

Reference: (CGITA) No- 123/2006

The Commanding Officer,

36, Wing Airforce,

Makarpura,

Vadodara(Gujarat)-390014.

.....First Party/Employer

V

Shri Santosh Kumar Upadhyay,
C/o K. M. Ranjan, A-26,
Indraprasth Society, Kamla Nagar,
Ajwa Road,
Vadodara(Gujarat)-390010.

.....Second Party/Workman

Adv. for the First Party/employer : None

Adv. for the Second Party workman : None

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-14012/13/2005-IR(DU) dated 17.05.2006 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Airforce Station, Baroda in terminating the services of Shri Santosh Kumar Upadhyay, School Bus Care Taker w.e.f. 18.01.2005 is legal, proper and just? If not, to what relief the concerned workman is entitled to?”

1. The case was taken up today. It is fixed for the exparte evidence since 22.10.2018. Perusal of the record shows that workman has been absenting after the case was proceeded exparte on 22.10.2018 except appearing only on one occasion i.e. on 19.01.2023. There is no evidence on record to substantiate the claim of the workman. In the circumstances, the claim under reference is answered against the workman and in favour of First party/employer for the want of evidence to the effect that the action of the management of Airforce Station, Baroda in terminating the services of Shri Santosh Kumar Upadhyay, School Bus Care Taker w.e.f. 18.01.2005 is legal, proper and just. The award is passed accordingly.

Let two copies of the Award be sent to the Appropriate Government for the needful and for publication U/s 17(1) of the Industrial Disputes Act, 1947.

SUNIL KUMAR SINGH-I, Presiding Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 45.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दिल्ली छावनी बोर्ड, दिल्ली, के प्रबंधतंत्र के संबद्ध नियोजकों और सुश्री रीना कुमारी गौड़ और 7 अन्य, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट (संदर्भ संख्या 258/2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.01.2024 को प्राप्त हुआ था।

[सं. एल -42025-07-2024-12-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 45.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 258/2022) of the **Central Government Industrial Tribunal cum Labour Court - I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Delhi Cantonment Board, Delhi, and Ms. Reena Kumari Gaur And 7 others, Worker**, which was received along with soft copy of the award by the Central Government on 12.01.2024.

[No. L-42025-07-2024-12-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, DELHI -1****ID No. 258/2022****Ms. Reena Kumari Gaur And 7 other V. The Delhi Cantonment Board**

Misc. Application no. 1 of 2022 (praying for direction to comply the Hon'ble High Court's ad interim directions to maintain status quo till the pendency of dispute before the tribunal.

&

Misc. Application no. 5 of 2023

Complaint moved by workmen under section 33 read with section 33A of the Industrial Dispute Act, 1947.

Shri Rajiv Agarwal, A/R for the claimant

Shri Ankur Mishra, A/R for the Management

Justice Vikas Kunvar Srivastava

(Presiding Officer)

(Former Judge, All India High Court)

Prologue

1. The instant applications in hand are moved by the claimant workmen in the above captioned industrial dispute case, purportedly seeking issuance of several directions to the management viz, to comply with the directions of Hon'ble High court of Delhi in W.P (C) 10290 of 2022 dated 07.07.2022 to maintain the status quo in respect of the service conditions of the workmen, and to allow the workmen to continue their duties, to pay them their earned wages. Another application is an complaint against the management under section 33 of the Industrial Dispute Act, 1947. It is alleged that the management, despite the order of the conciliation officer, the directions of the Delhi high court and the pendency of the industrial dispute before this tribunal, has terminated the services of the claimant workmen by refusing them duty since 29.07.2022.

2. Since the facts, constituting the accrual of cause of action for moving both the above applications entitling the claimant workmen to seek reliefs sought there in, are inseparably interwoven, therefore they are being decided simultaneously.

3. In its present form the section 33 in the Industrial Dispute Act, 1947 (for the brevity shall be referred herein after as the Act only) exists after substitution of subsections in the then existing section 33 vide Act No. 36 of 1956 w.e.f. 10.03.1957. It runs as under- (*relevant to the present matter only is reproduced*)

“33. Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings.—(1) *During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before 1[an arbitrator or] a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall,—*

(a) *in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or*

(b) *for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute,*

save with the express permission in writing of the authority before which the proceeding is pending.

(2) *During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute 2[or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman],—*

(a) *alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or*

(b) *for any misconduct not connected with the dispute, or discharge or punish, whether by dismissal or otherwise, that workman:*

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.”

4. When a complaint is made u/s 33 before the tribunal complaining alteration in service conditions by the employer to the prejudice of the workman and if the employer is found contravening the mandatory prohibition of section 33, section 33 A provides that the dispute under the complaint is to be adjudicated on merit and to pass an award. For the purpose of easy reference section 33 A of the Act is reproduced here under-

“33A. Special provision for adjudication as to whether conditions of service, etc., changed during pendency of proceedings.—*Where an employer contravenes the provisions of section 33 during the pendency of proceedings 3[before a conciliation officer, Board, an arbitrator, a Labour Court, Tribunal or National Tribunal], any employee aggrieved by such contravention, may make a complaint in writing, 5[in the prescribed manner,—*

(a) *to such conciliation officer or Board, and the conciliation officer or Board shall take such complaint into account in mediating in, and promoting the settlement of, such industrial dispute; and*

(b) to such arbitrator, Labour Court, Tribunal or National Tribunal and on receipt of such complaint, the arbitrator, Labour Court, Tribunal or National Tribunal, as the case may be, shall adjudicate upon the complaint as if it were a dispute referred to or pending before it, in accordance with the provisions of this Act and shall submit his or its award to the appropriate Government and the provisions of this Act shall apply accordingly

Factual matrix

5. Before considering the workmen's complaint made in the above application and their prayer to maintain the status quo in terms of the directions of the Hon'ble high court during the pendency of dispute before this tribunal it would be relevant and pertinent to apprise what the dispute exists between the workmen and the management. Pursuant to the reference, at the behest of Reena kumari 'Gaur' and 7 others, made under the sub section (1) & (2A) of the section 10 of the Act by the central government through the Ministry of Labour & Employment dated 14.09.2022, the present industrial dispute is registered by this tribunal as ID No. 258/2022. The industrial dispute existing between the claimants workmen and their employer the 'Delhi Cantonment Board' (which herein after shall be addressed as 'the management' only) runs in the following terms-

“whether demands of Smt. Reena Kumari Gaur & 7 others through Hospital Employees' Union Delhi vide letter dated 27.06.2022 to the management of the Delhi Cantonment Board, Delhi for regularization of their services with effect from their initial date of joining, payment of the entire difference of salary on the principle of 'equal pay for equal work' and all consequential benefits w.e.f. their initial date of joining are proper, legal and justified? If yes, to what reliefs are the disputants entitled and what directions, if any, are necessary in the matter?”

It is complained that the management has clearly violated the directions of the Hon'ble High Court by disturbing the services of the workmen and not paying salaries to them. The directions of the High Court contained in the para 9 of the order in aforementioned writ petition is reproduced herein below with due regard-

“It is an admitted fact that the petitioners have already raised an industrial dispute. It is made clear that the service of the petitioners shall not be disturbed during the pendency of the dispute before the tribunal without compliance of the section 33 of the Industrial Dispute Act. Status quo shall be maintained in respect of the service condition of the petitioners”

6. Despite the above directions the management refused to allow duties to the workmen from 30. 07.2022 though they were in continuous working in the service of the management for a considerable period of about 10 years, since the date of their initial date of joining till 29.07.2022.

7. The industrial dispute before the tribunal may summarily be apprised on the basis of the statement of the claim submitted on 01.07.2022 by the claimant workmen along with relevant documents relating to their continuous employment in the management's hospital since a long and how the present dispute arisen. The claimant workmen got their initial appointment on contract basis for year to year contract of services directly entered into with the present industrial employer, the management, pursuant to a general and widely circulated advertisement published in the year 2012. The management selected and offered appointment to the claimant workmen after passing through an open recruitment procedure. They began to impart their services in the hospital premises of the management since the respective dates of their joining in the year 2012. The competent officer of the management, namely the Chief Executive Officer of the Delhi Cantonment Board in recording satisfactions to the performance on their respective posts, recurrently used to issue letter of extensions of the contract period every year till 01.07.2022. As such the claimant workmen, working on their respective posts under the direct supervision, control and instructions of the management continued to receive remuneration being on the pay roll and attendance sheet of the management. The practice of the management of employing the present claimants workmen to work against the substantively vacant posts as contractual workers continued in usual course even for a considerably long period of more than 240 days. The workmen are performing work of the same nature, expending the same working hours and bearing the responsibilities in same manner, as their regular counterparts who are getting their salary in regular pay scale along with all allowances.

8. The claimant workmen in proof of pleading to the above facts in the present industrial dispute and in the instant complaint against the management, have submitted their personal affidavits annexing there with photostat copies of all the relevant documents, like the advertisement in the year 2012 by the management intending direct recruitment of workers who fulfills the prescribed eligibility criteria, age and the terms conditions of the para medical and pharmaceutical services in the hospital of the management. The Photostat copies of appointment letter and that of initial joining, year to year extension till the year 2022, the letter of engagement recording satisfaction as to the work and performance of duties, extracts from the attendance sheet showing their continuous service much more than 240 days with the present management till 29.07.2022 etc. All the documentary evidence so filed on affidavit stand un rebutted and not denied.

9. In written statement of defense to the claim statement and also in the reply to both of the instant application for the above ad interim reliefs and the complaint under section 33 of the Act, the management pleaded and deposed

in supporting affidavits that, the workmen who were in service of the management under a contract of service with the management itself for a period of three months only from the date of appointment, which expired by the efflux of stipulated time respectively on 22.06.2022 (of Ms. Reena Gaur and Rinki Gaur), 10.07.2022 (of Ms Ritu Arora), 15.11.2022 (of Mr Mahendra Singh), 19.08.2022 (of Ms.Priyanka), 01.07.2022 (of Ms Ajimol Jestine), 15.07.2022 (of Ms Sheebamol) and 23.08.2022 (of Ms Kavita). In the context of the above timeline the management has further pleaded that on 01.07.2022 an independent contractor namely M/S Raider Security Services Pvt. Ltd. took over the work of providing paramedical service in the hospital of the management. Thereby the existing contract of claimant workmen's contract came to an end on 01.07.2022. The management put vehemence on the present status of the contract of service. It impressed upon the expiry of the contract of service of Ms Reena Kumar Gaur and that of Ms Pinki kumari Gaur before 01.07.2022. The management in their reply to the instant application, has further asserted Nd reiterated the factual statement of its learned counsel recorded in response to the writ petition 10290/2022 before the Hon'ble High Court of Delhi which found place in para 7 of the order dated 07.07.2022. The said statement of learned counsel amounts to admissions as to (1) that petitioners had already been placed under the contractor wherein an agreement was signed on 01.07.2022, (2) there is no change in their salary or any service conditions and (3) the petitioners i.e, the claimant workmen are not being replaced with the contract employees as they have directed the contractor not to change their service conditions. Management further clarified that the workmen were placed under the outsourcing agency on 01.07.2022.

10. The management has also filed photo copies of the documents relevant to their defense with affidavit in evidence. There is none of the documents in contradiction with the documents filed by the claimant. The documents filed by the management tend to show that except 21 out of the 55 existing paramedical staff have accepted the fresh contract of service as to a short term appointment of three months designed to come at an end before the expiry of the usual term of yearly contract of service for the year 2021-22 and near to the date of enforcing the outsourcing agreement between the independent contractor and the management. The print out from gem portal is placed on record to show the exercise of entering into contract for service of providing contract Labour as para medical and Pharma staff in the CG Hospital between the management and the independent contractor. though outsourcing. Contract for service of outsourcing entered between the independent contractor and management is not brought on record. Even any letter of instructions if any issued to the independent contractor to preserve and maintain the terms and conditions of service like wages, emoluments and status in employment is also not brought on record. Any proposed contract of service between the independent contractor and the contract labour intended to be outsourced to the management is also not brought on record, though relevant to the issues involved in the matter in hand.

Arguments

11. Heard the learned counsel Sh. Rajiv Agarwal Advocate (the authorized representative of the workmen claimants) at a considerable length of the time. He has also filed written note of the arguments with the compilation of the case laws relied by him. The counsel for the management also has filed his arguments in writing but did not appear to argue orally, though was called on repeatedly deferring the hearing on several dates till the next adjourned date of hearing. However, the written arguments with the compilation of case laws relied on by the management is taken into consideration by the tribunal.

The learned counsel Sh. Rajiv Agarwal for the claimant workmen put vehemence on the fact, the management has the permanent nature of work of the para medical staff having been performed by the concerned workmen in the hospital owned, controlled and supervised by the officers of the management, the Delhi Cantonment Board in its own premises. The concerned workmen were directly recruited by the management itself in due course of open selection pursuant to an advertisement. The requirement of the post and work in issue still exist in the hospital. They despite working continuously for more than 10 years to the entire satisfaction of the authorities were kept in temporary status of contract based workmen, without regularizing in service. When demand raised before the management they threatened to ward off the. From the employment and began to plan to get rid of them. In this connection they though extended their services for the year 2021- 2022 also, as usual since the initial entrance in the contract based service, directed such workmen to come afresh through an independent contractor of their choice as outsourced employees. This occurred during the pendency of proceeding after raising the dispute relating to the continuation of service and consequent claim of regularization before the assistant labor commissioner. This is why the claimant approached the High Court which on the basis of admission of the respondents management relating to existing industrial dispute enjoined them vide order dated 07.07.2022, not to disturb the service of the claimant workmen during the pendency of the Industrial dispute and rather to maintain status quo in respect of the service conditions. this is why the management to defy the claim of regularization broken the continued chain of service tenure under the contract of service entered directly between the management and the concerned workmen. Learned counsel Sh. Rajiv Agarwal argued, the circumstances as created by the management effect prejudicially the claimant workmen in respect of their claim and the cessation of work, stoppage of the payment of wages cumulatively amount clear violation of the mandatory prohibition of the section 33 of the Act and also the contemptuous breach of the order of the High Court by disturbing the services of the concerned workmen and also by altering their service conditions. This compelled the Claimants to move the instant applications. The action of the management is quite illegal and ineffective by reason of being opposed to the prohibition mandated by the Act under section 33 and also in breach of the high court's restraining order in the matter.

The prayers made in the applications deserves to be allowed.

He relied on the case law propounded by the apex court in *Jaipur Zola Sahkari Bhoomi Vikas Bank v. Ram Gopal Sharma and others* (2002) 2 SCC 244. and *M.D.T.N. State Transport Corporation V. Nithivilangan Kumbakonam and others* (2001) Lab. I. C. 1801 Reliance is further placed on the decision of the High Court of Delhi in the case, titled as *Tops Security Ltd. V. Subhash Chander jha* (2013) 136 FLR 17) which covers the impugned order Order of dismissal covered under section 33 (2) (b) of the Act. Anther case of the same high court is a decision bench judgement titled as *Jitendra Kumar V. Director of Health Services, Govt of NCT of Delhi (L P A 79/2014 with LPA 731/2014 yogendra Kumar and others v. Director Health Services Govt of NCT Delhi decided on 22 October 2019)* The facts considered in the above judgement of the Division Bench are some how akin to the facts of the pre matter in hand.

12. The management also on the basis of it's evidence in the form of affidavit with annexed documentary evidence put written argument. Though the learned counsel desisted himself from oral arguments but whatever resonates from his written argument and documents in evidence is appraised further as follows-

The management has neither changed or altered any of the conditions of service of the claimant workmen concerned in the present industrial dispute on or after the order of the high court dated 07.07.2022, as they had already been placed by the management under the independent contractor, "M/s Raider Security Services Pvt. Ltd." w.e.f. 01.07.2022. He impressed on the date 01.07.2022 being a date prior to the initiation of proceeding under section 33 of the Act when the workmen had been placed under the independent contractor aforesaid and since the workmen themselves have refused to join the independent contractor, the management neither can be held responsible for violation of the prohibition of section 33 of the Act nor for the alleged breach of the restraining order of the high court dated 07.07.2022.

It is further argued that the concerned workmen were working under a time bound contract of service and their employment automatically ceased off by reason of the efflux of time stipulated in their contract with the management. Management did not change the conditions of service of the claimant workmen. He relied in this regard on the case law propounded by the Hon'ble Delhi High Court in the case titled as *B.A. Security Agents Employees Union v. Regional Labour Commissioner W.P. No.8372/2003 decided on 08.03.2010.* and on the case law of the judgement of the apex court in *The Bhavhagar Municipality V. Alibhai Karimbhai and Ors. (Manu/ SC /0162/1977)*

The jurisdiction of the tribunal is also challenged to entertain and decide the instant application seeking directions to maintain status quo in terms of the order dated 07.07.2022 of the high court passed in the writ petition no.WP (C) 10290/2022, and impressed that the aggrieved claimant workmen has the only remedy to resort, approaching the Hon'ble High Court of Delhi in contempt petition. It is contended that one of the concerned claimant namely Ajimol Jestin has filed the contempt petition which still remain on board in the high court.

After going through the oral argument and that submitted in writings as well as perusing the documentary evidences adduced by the parties to the present industrial dispute I, proceeded further to consider the application under section 33 in accordance with the provisions of section 33 A of the Act. The Application complaining the breach of restraining order dated 07.07.2022 (sopra) is also taken into consideration simultaneously and jointly.

Discussions

13. What is the mandate, as legislated by the parliament in the Act under it's section 33, must be kept in to the mind by an industrial adjudicator while considering the complaint made therein by the employee against the employer of disturbances caused by him without compliance of the pre requisite permission from the tribunal. In nut shell, section 33 (1) (a) of the Act mandatorily envisages a material prohibition to the employers that "*During the pendency of any proceeding before a.....tribunal.....in respect of an industrial dispute, no employer shall*

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding. xxx

Save with the express permission in writing of the authority before which the proceeding is pending. (relevant portion carved out from the text of sec.33 of the Act, Supra)

This would not be out of relevance to highlight the circumstances envisaged in section 33 under which the mandatory prohibition clinches an employer not to alter the conditions of the service of a workman without prior permission of the authority of the tribunal before which the concerned dispute is pending. They are as under-

- (1) There is a proceeding in respect of an industrial dispute before the tribunal or an authority under the Act.
- (2) Conditions of service of the concerned workman(s) applicable immediately before the commencement of the proceeding as to the dispute before the tribunal.
- (3). The workmen whose conditions of service are altered must be concerned in the pending industrial dispute.

- (4) The alteration of the conditions of service must be in regard to the matter connected with service.
- (5) The complained alteration in the conditions of service is to the prejudice of the workmen.

14. The first feature admittedly exist in the present matter in hand. The pending industrial dispute of which the proceeding is running before this tribunal is contested by the management. The foremost question for consideration of both the above misc. applications would be

“When from the Industrial Dispute shall be treated pending before authorities constituted under the Act ”

- a. The high court has recorded in its order (Supra) on dated 07.07.2022 itself, that admittedly the petitioners (the claimant workmen) ***have already raised an industrial dispute***. The reference is evidencing itself the pendency of the industrial dispute ***since 27.06.2022***. when the claimant workmen's Labour Union raised the dispute relating to the regularization of the claimants in services of the management raised before the authorities under the Industrial Disputes Act 1947. The records show that the said industrial dispute raised on 27.06.2022 before the Labour conciliation officer Which in continuation thereto was sent through the reference dated 14.09.2022 to the tribunal by the government u/s 10 of the Act and iis pending for adjudication.
- b. Coming back to the application in the hand, it further would be necessary and expedient to look into the defense, if any, against the complaint of violation of the direction of the court. It would also be equally important to see, if they actually caused disturbance in the service conditions despite the pendency of dispute before the tribunal in utter violation of the statutory mandate incorporated in the section 33 of the Act, what shall be the consequences and legal impacts ?
- c. The dispute pending before the tribunal referred for adjudication is with regard to the demand of the workmen for regularization of their services and none else as it is very much clear fro the wordings of the ‘reference’ cited in preceding para 5 of this order. On perusal of the letter of reference dated 14 09.2022, it reveals that the said dispute was raised by the Labour union namely the Hospital Employees Union vide it's letter dated 27.06.2022. ***Therefore, I, reached at the conclusion that, the present industrial dispute came into existence before the conciliation officer appointed authority under the Act since 27.06 .2022 and is pending presently before the tribunal through the reference of dispute by the appropriate government dated 14.09.2022. The management remained mandatorily abide not only under the provisions of section 33 of the Act but also restrained by Hon'ble high court's order Dated 07.07.2022 (Supra) from disturbing the service conditions of the claimant workmen and not to terminate any how their services during the pendency of the present industrial dispute case before the tribunal.***

Terms and conditions of service

- d. A contract of employment is a kind of contract used in Labour law to attribute rights and responsibilities between Parties to a bargain. The contract is in between an employer and an employee. Undoubtedly, the dispute relating to a workman's regularization in services of the management comes within the scope of the phrase ‘terms of employment’ and ‘connected with the employment’, hence covered under the definition of ‘Industrial Dispute’ as given in section 2 (k) of the Act. More over length of continuous service satisfactorily also ensues some Like wise the term ‘Regularization in service’ presupposes the continuation in employment and service of an employer for a considerable long period. The continuation in service envisages several legal rights and benefits to the workman in the Act against the termination, removal or discharge from service, change in terms and conditions of service etc. unless the employer strictly complies with the provisions of the Act. The Act further prohibits the employer to adopt unfair Labour practices in employment and service under their establishment. The contract of service is entered in the present case directly between the workmen and employer the present management individually. In the absence of any service rule governing the terms and conditions of service such contract of service is regulated, beside the terms stipulated between the parties to the contract, also by the standing orders applicable in the establishment or in the absence of such standing orders from the general provisions of the Standing Orders Act. Like other contract a contract of service too is subject to the relevant provisions of the Indian Contract Act, 1872. In short, a contract of service not only abides the employee but equally abides the employer also, both of them at par in relation to the terms of contract.
- e. In the contract of service the employer is in the shoes of master, but subject to the law applicable over such contract. In the above context the rights and protection flowing from the acceptance of the offer of employment by the employee as to the identity of employer also becomes one of the terms/conditions of service. It amounts the parity of mind between the parties under the contract of service, which means the employee must certainly know who is his master and like wise the employer must also know certainly, who is his servant under the contract, The consented assumption of inter se status of parties to the contract of service is therefore comes under the terms and conditions of service, longevity of uninterrupted satisfactory service in the same employment would be substantially considered for the claimants' regularization The ***terms and conditions of service therefore include the status of employer as master in relation to the status***

of workman as servant under the contract of service which can not be abruptly altered, substituted or alienated with another person.

- f. Beside the said term and conditions of service the workmen were entitled to wages at a fixed rate and other facilities and incidental right and benefits there to which were applicable on and since before the date of industrial dispute came in to existence. I, according to my considered opinion, hold that, ***The alteration in terms of the services are undoubtedly connected with the industrial dispute with which the claimant are concerned which is pending before the tribunal for adjudication,***

Prejudice to the claimant workmen

15. In the present case one of the party to the contract of service, say the employer management altered the term and condition of service with regard to their known and accepted mastership by alienating the same to some other independent contractor during the continuance of the service contract with the workmen concerned. The management treated the employees as their slaves alienable like in slavery as prevailed in ancient days. They admittedly directed to the workmen to come through the outsourcing under the contractor of their choice.

16. So far as the alteration in terms of service is concerned, The management in their reply to the instant application, has further assentingly reiterated the factual statement of its learned counsel in response to the writ petition 10290 / 2022 before the Hon'ble high court of Delhi which is recorded in para 7 of the order dated 07.07.2022. (Supra) The said statement of learned counsel amounts to admissions (1) that petitioners had already been placed under the independent contractor wherein an agreement was signed on 01.07.2022, (2) there is no change in their salary or any service conditions and (3) the petitioners i.e, the claimant workmen are not being replaced with the other contract employees as they have directed the contractor not to change their service conditions. Management further clarified that the workmen were placed under the outsourcing agency on 01.07.2022 Considering the above admissions of the management the Hon'ble court passed the order dated 07.07.2022 issuing direction that the management shall not disturb the services of the present claimant workmen during the pendency of the dispute before the tribunal without compliance of the provisions as contained in section 33 of the Act. The para 9 of the order of the high court containing the said direction is quoted in preceding para 3 of this order. Para 8 of the high court's order refers the communication dated 01.7.2022 made by the Assistant Labour Commissioner, U.O.I., who had advised the management to adhere to the provisions as contained in section 33 of the Act in letter and spirit and not to terminate the services in order to avoid any untoward incident.

17. The tribunal has already reached at the conclusion that the dispute is pending since the stage of the competent authority under the Act the assistant Labour commissioner/ the conciliation officer even on 27.06.2022

18. The tribunal is amazed of the fact, nothing could have prevented the management, neither restraining order of the high court nor the strict statutory prohibition contained in section 33 of the Act from disturbing daringly the services of the workman concerned with the industrial dispute pending in the tribunal. The management seemed to have designed the outsourcing of it's own workmen to defy their claim of regularization and to ward off them from attending their duties without formal order of termination or cancellation of the contract of service.

19. In the absence of the documentary evidences as to the terms of contract for service of outsourcing entered between the management and the independent contractor, it can not be believed as pleaded and argued by the management that continuity of employment in the hospital and wages shall not be disturbed by the outsourcing contractor.

20. The evidence brought on record of the case by the management shows also that the they were in hurry and haste to get rid of the claimants workmen pursuant to their raising claim of regularization in services. The print out of gem portal contents show that the management did not bother to search any independent contractor for outsourcing having experience in the field of medical, paramedics or pharmaceutical staff to meet the requirements in the hospital of the management. They have given the above services to an independent contractor in the field of outsourcing the security staff, therefore it can not be said that they disturbed the existing services of the claimant workmen concerned with a view to improve their paramedical and pharmaceuticals staffs in the hospital.

21. In the already existing contract of service between the management and the claimant the terms stipulated therein are enforceable under law by the claimant, but in case of the employment under the outsourcing contractor the claimant would not be entitled to seek enforcement of the terms against him at par with that were available in earlier appointment in the management. It would be fit in the circumstance of the present case to quote observation of the apex court in the case of the **“Workmen of the Food Corporation of India v. Food Corporation of India 1985 (50) FLR 142 (SC) –**

“15....When workmen working under an employer are told that they have ceased to be workmen of that employer, and have become work men of another employer namely, the contractor in this case, in legal parlance such an act of the first employer constitutes discharge, termination of service or retrenchment by whatsoever name called and a fresh employment by another employer namely, the contractor. If the termination of service by the first employer is contrary

to the well established legal position the effect of the employment by the second employer is wholly irrelevant...”

22. The evidence placed on the record by the management does not show the employment of claimant workmen in the hospital short term temporary job. It is also neither pleaded nor shown that recruitment of the claimant was under any scheme or short term project work incidental to the core business of the management which was bound to come at end automatically with the completion of work or efflux of the stipulated time. The tribunal does not agree with the argument of the management that the prohibition of the section 33 (1) (b) not applicable in the cessation of work of the claimant workmen concerned with the dispute. The case laws cited by the management are not applicable in the peculiar facts and circumstances of the present case

23. *consequent upon the above observations I, find myself of the opinion that alteration and disturbance in the services of the claimants are in prejudice to them.*

24. **I further conclusively hold that the status of the workmen concerned as on and prior to 27.06.2022 as the employee of the present management working under the direct contract with it shall stand continued on the date 01.07.2022 and also on the date of the order of the high court on 07.07.2022. It shall be treated continued even on the date of reference on 14.09. 2022 to the tribunal. Even today the same status of the claimant workmen exists during the pendency of the industrial dispute before the tribunal.**

25. **I further hold that the management in utter violation of the prohibition as mandated in the section 33 of the Act not only changed the status of employment of the workmen concerned abruptly but also designed to ward of them to join their duty without any order of termination, removal or discharge from their service continued under the contract of service with the management. The present complaint therefore is covered with the provision of section 33(1)(a) of the Act and the protection of the prohibition is available to the claimants.**

26. There is quite an admitted fact, the management, throughout for a considerable long spawn of more than 10 years of the service period of present workmen, have no complaint against them with regard to any misconduct. To the contrary the contract based services of the workmen were remained extended year to year by the competent authorities of the management recording their satisfaction as to the works assigned to them by express orders in writing. The workmen were confidently discharging their services under the direct control, supervision and pay rolls of the management. They were under the legitimate expectations of their continuation with the management. The services of the claimant workmen were abruptly ceased off. There is no order of the termination, dismissal or discharge from the services by the management for the reason of any misconduct not connected with the service, hence the case in hand is constructively covered with the provision of section 33(2) (b). The claimant workmen are not being paid their salary from July 2022, they are refused from attending their duties since 30.07.2022 by the management on the pretext automatic termination of service consequent upon the abrupt alteration of terms and conditions of service illegally. As such the age of the claimants workmen are covered with section 33 (1)(a) of the Act. The tribunal has already reached at the conclusion that the dispute is pending since the stage of the competent authority under the Act before the assistant Labour commissioner/ the conciliation officer even on 27.06.2022.

27. The management still delve under misconception of law that section 33 will not apply to it's action of shifting the claimant workmen from it's direct employment to an independent contractor to outsourcing, for the reason it happened prior to the dispute under section 33 is brought before the tribunal. The argument is baseless and not agreeable. Much has been discussed in the preceding paras in this regard.

28. **Consequent upon the above observations, I further conclusively hold that the status of the workmen concerned as on and prior to 27.06.2022 as the employee of the present management working under the direct contract with it shall stand continued on the date 01.07.2022 and also on the date of the order of the high court on 07.07.2022. It shall be treated continued even on the date of reference on 14.09. 2022 to the tribunal. Even today the same status of the claimant workmen exists during the pendency of the industrial dispute before the tribunal**

29. The above finding finds support from the judgement of the apex court in the case of *Jaipur Zola Sahaai Bank* (Supra) where it is held that in case of non approval of the dismissal etc. from service under the circumstances envisaged in section 33(2) (b) the employee continues to be in service as if the order of discharge or dismissal has never been passed. In the present case where the alteration in terms and conditions exulted into the oral termination of service the above quoted case law will apply principally as the require permission was not sought by the management.

30. The another misc. application of the claimant workmen for issuing direction to the management shall stand disposed off. The order dated 07.07.2022 of the Delhi high court (Supra) putting restraint over the management to maintain status quo is intended to secure the concerned workmen from any untoward incident resulting from alleged apprehension of possible disturbance in service with regard to which the management admitted pendency of industrial dispute and any contravention of the prohibitions contained in section 33 of the Act would be amenable before the tribunal concerned. The tribunal in spirit to follow the judicial order of the Hon'ble High Court and the statutory mandate as legislated in the Act by the parliament, the tribunal has exercised it's power and discretion vested in it by virtue of the section 33 r/w 33A of the Act and eager to decide the complaint by means of an ad interim award. The instant application for direction to maintain the status quo therefore stand disposed off.

31. *In deciding the instant application under section 33 of the Act the tribunal has confined itself to the merit of the complained contravention of the mandatory prohibition by the management only. The possible issues which might arise in adjudicating the concerned workmen's claim of regularization in service of management is left untouched. That shall be decided in proceeding with the I.D.258/22.*

32. The office is directed to list the I.D.258//22 for framing of issues in the third week of November.

Parting with the discussion over the complained matter in the instant misc. application under section 33 of the Act I, conclude as follows -

- (a) The management though contesting the present workmen's claim of 'regularization in services' in pending dispute since the stage before the conciliation officer on 27.06.2022 then also disturbed their services, refused them from attending duties, stopped wages and designed to cause cessation of services since 30.07.2022, despite the restraining order of the Hon'ble High Court dated 07.07.2022
- (b) In utter violation of the prohibition contained in section 33 of the Act, the management altered the terms and conditions of service of the workmen concerned and also caused cessation of their service abruptly to their prejudice.
- (c) Services of the workmen concerned ceased off since 30.07.2022 without passing any formal order of termination of service illegally and opposed to the provision of section 33 of the Act as required prior permission was not sought from the competent authority/ tribunal where the industrial dispute with regard to the regularization remained pending.
- (d) The work having been performed by the claimant workmen in the hospital of management is neither time bound project work nor short term job under any scheme which deserves to come to an end automatically or with the completion of work. The work and services assigned to the claimant workmen is of permanent nature, though contract based employment but subject to extensions.
- (e) The contract of service entered between the management and the claimant workmen was illegally alienated to a third party to the contract who is an independent contractor for providing service through outsourcing. This was done only to get rid of the pending industrial dispute as to the claim of the claimant workmen of regularization.
- (f) The provisions of section 33 is violated in prejudice to the claimant workmen concerned in the industrial dispute presently pending in the tribunal. The action of stopping the payment of wages since July 2022, refusal from allowing the workmen to attend duties since 30.07.2022 and thereby causing cessation of services is in effective and the services of the workmen concerned shall be treated to remain continued as was on and before the date of dispute i.e., 27.06.2022.

Consequent upon the above conclusions the application of the workmen under section 33 is allowed. An ad interim award till the final adjudication of the Industrial Dispute case no. 258/2022 is passed in following terms-

Ad interim award

The misc. application under section 33 of the Industrial Dispute Act, 1947, moved by the claimant workmen concerned in the industrial dispute pending in this tribunal against the management is allowed on finding the management have committed contravention of the prohibitive provisions mandated therein. The tribunal in accordance with the section 33 A of the Act draws an ad interim award in the following terms-

- (i) The Workmen concerned, in the industrial dispute pending in this tribunal registered as *I.D.258/2022, "Reena Kumari Gaur and 7 other v. Delhi Cantonment Board"* shall be allowed by the management to attend duties on their respective posts in the hospital of the management forthwith without unreasonable delay and to pay them their wages uninterrupted till the adjudication of the concerned Industrial Dispute case under the reference dated 14.09.2022, to this tribunal by the central government under section, 10 of the Act.
- (ii) The management shall pay the arrears of wages kept unpaid to the claimant workmen since July 2022 till date forth with without unreasonable delay within a maximum period of one month from the date of award, otherwise penal interest at the rate of 18% per annum shall be chargeable till the date of actual payment.
- (iii) The cost of litigation and compensation on vexations is awarded to the workmen against the management to the tune of Rs.10,000/= (ten thousands only) payable to each one of the eight claimants workmen individually within a period of 30 days, otherwise the same shall be recoverable with interest at the rate of 18% per annum as land revenue.

The office is directed to communicate and submit the ad interim award to the Government in due course of procedure for implementation and necessary action.

JUSTICE VIKAS KUNVAR SIRVASTAVA, Presiding Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 46.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दिल्ली छावनी बोर्ड, दिल्ली, के प्रबंधन के संबद्ध नियोजकों और श्री कमलेश पंवार और 7 अन्य, कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 नई दिल्ली पंचाट (संदर्भ संख्या 116/2023) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12.01.2024 को प्राप्त हुआ था।

[सं. एल -42025-07-2024-11-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 46.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 116/2023) of the **Central Government Industrial Tribunal cum Labour Court - I New Delhi** as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Delhi Cantonment Board, Delhi, and Shri Kamlesh Panwar And 7 others, Worker**, which was received along with soft copy of the award by the Central Government on 12.01.2024.

[No. L-42025-07-2024-11-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, DELHI -1

ID No. 116/2023

Mr. Kamlesh Panwar And 7 others V. The Delhi Cantonment Board

Misc. Application no. 159 of 2023, under section 33 of the Industrial Dispute Act, 1947.

Shri Rajiv Agrawal, A/R for the claimant Shri Ankur Mishra, A/R
for the management

Justice Vikas Kunvar Srivastava (Presiding Officer)

(Former Judge, All India High Court)

Prologue

1. The instant applications in hand are moved by the claimant workmen in the above captioned industrial dispute case, purportedly seeking issuance of several directions to the management viz, to comply with the directions of Hon'ble High court of Delhi in W.P (C) 9645 of 2022 dated 29.06.2022 to maintain the status quo in respect of the service conditions of the workmen, and to allow the workmen to continue their duties, to pay them their earned wages. Another application is a complaint against the management under section 33 of the Industrial Dispute Act, 1947. It is alleged that the management, despite the order of the conciliation officer, the directions of the Delhi high court and the pendency of the industrial dispute before this tribunal, has terminated the services of some of the claimant workmen by refusing them duty since 15.07.2022 and others since August 2022.

2. Since the facts, constituting the accrual of cause of action for moving both the above applications entitling the claimant workmen to seek reliefs sought there in, are inseparably interwoven, therefore they are being decided simultaneously.

3. In its present form the section 33 in the Industrial Dispute Act, 1947 (for the brevity shall be referred herein after as the Act only) exists after substitution of subsections in the then existing section 33 vide Act No. 36 of 1956 w.e.f. 10.03.1957. It runs as under- (*relevant to the present matter only is reproduced*)

“33. Conditions of service, etc., to remain unchanged under certain circumstances during pendency of proceedings.—(1) During the pendency of any conciliation proceeding before a conciliation officer or a Board or of any proceeding before 1[an arbitrator or] a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall,—

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in

such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or

- (b) *for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workmen concerned in such dispute,*

save with the express permission in writing of the authority before which the proceeding is pending.

(2) *During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute 2[or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied, between him and the workman],—*

- (a) *alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or*
- (b) *for any misconduct not connected with the dispute, or discharge or punish, whether by dismissal or otherwise, that workman:*

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.”

4. When a complaint is made u/s 33 before the tribunal complaining alteration in service conditions by the employer to the prejudice of the workman and if the employer is found contravening the mandatory prohibition of section 33, section 33 A provides that the dispute under the complaint is to be adjudicated on merit and to pass an award. For the purpose of easy reference section 33 A of the Act is reproduced here under-

“33A. Special provision for adjudication as to whether conditions of service, etc., changed during pendency of proceedings.—Where an employer contravenes the provisions of section 33 during the pendency of proceedings 3[before a conciliation officer, Board, an arbitrator, a Labour Court, Tribunal or

National Tribunal], any employee aggrieved by such contravention, may make a complaint in writing, 5[in the prescribed manner,—

- (a) *to such conciliation officer or Board, and the conciliation officer or Board shall take such complaint into account in mediating in, and promoting the settlement of, such industrial dispute; and*
- (b) *to such arbitrator, Labour Court, Tribunal or National Tribunal and on receipt of such complaint, the arbitrator, Labour Court, Tribunal or National Tribunal, as the case may be, shall adjudicate upon the complaint as if it were a dispute referred to or pending before it, in accordance with the provisions of this Act and shall submit his or its award to the appropriate Government and the provisions of this Act shall apply accordingly*

Factual matrix

5. Before considering the workmen’s complaint made in the above application and their prayer to maintain the status quo in terms of the directions of the Hon’ble High Court during the pendency of dispute before this tribunal, it would be relevant and pertinent to apprise what the dispute exists between the workmen and the management. Pursuant to the reference, at the behest of Kamlesh Panwar and 7 others, made under the sub section (1) & (2A) of the section 10 of the Act by the Central Government through the Ministry of Labour & Employment dated 27.04.2023 the present industrial dispute is registered by this tribunal as ID No. 116/ 2023 . The industrial dispute existing between the claimants workmen and their employer the ‘Delhi Cantonment Board’ (which herein after shall be addressed as ‘the management’ only) runs in the following terms-

“1. Whether the demand raised by Hospital Employees’ Union vide letter dated 27.06.2022 against the management of the Delhi Cantonment Board for regularization of Shri Kamlesh Panwar & 7 others workmen (details at Annexure-A) in service from the initial date of joining along with arrears of difference in salary paid and salary on the post of Senior Nurses/ Nurse Grade- A on the principle of ‘equal pay for equal work’ is legal, proper and justified? If yes, to what relief Sh. Kamlesh Panwar & 7 others workers are entitled to and what other directions, if any, are necessary in this respect?

2. Whether the services of the workmen have been dispensed in violation of section 33 of the industrial Disputes Act, 1947? If yes, what relief Sh. Kamlesh Panwar & 7 others workers are entitled to and what other directions, if any, are necessary in this regard?”

It is complained that the management has clearly violated the directions of the Hon’ble High Court by disturbing the services of the workmen and not paying

salaries to them. The directions of the High Court contained in the para 10 of the order dated 29.06.2022 passed in aforementioned writ petition is reproduced herein below with due regard –

“In light of the above, since the petitioners have already raised an industrial dispute, it is made clear that the services of the petitioners shall not be disturbed during the pendency of the dispute before the tribunal, without compliance of the section 33 of the Industrial Dispute Act, 1947.”

6. Despite the above directions the management refused to allow duties to the workmen from 15.07.2022 though they were in continuous working in the service of the management for a considerable period of about 10 years, since the date of their initial date of joining.

7. The industrial dispute before the tribunal may summarily be apprised on the basis of the statement of the claim submitted on 25.09.2023 by the claimant workmen along with relevant documents relating to their continuous employment in the management's hospital since long and how the present dispute arose. The claimant workmen got their initial appointment on contract basis for year to year contract of services directly entered into with the present industrial employer, the management, pursuant to a general and widely circulated advertisement published. The management selected and offered appointment to the claimant workmen after passing through an open recruitment procedure. They began to impart their services in the hospital premises of the management since the respective dates of their joining. The competent officer of the management, namely the Chief Executive Officer of the Delhi Cantonment Board in recording satisfactions to the performance on their respective posts, recurrently used to issue letter of extensions of the contract period every year till 01.07.2022. As such the claimant workmen, working on their respective posts under the direct supervision, control and instructions of the management continued to receive remuneration being on the pay roll and attendance sheet of the management. The practice of the management of employing the present claimants workmen to work against the substantively vacant posts as contractual workers continued in usual course even for a considerably long period of more than 240 days. The workmen are performing work of the same nature, expending the same working hours and bearing the responsibilities in same manner, as their regular counterparts who are getting their salary in regular pay scale along with all allowances.

8. The claimant workmen in proof of pleading to the above facts in the present industrial dispute and in the instant complaint against the management, have submitted their personal affidavits annexing there with photostat copies of all the relevant documents, like the advertisement published by the management intending direct recruitment of workers who fulfills the prescribed eligibility criteria, age and

the terms conditions of the para medical and pharmaceutical services in the hospital of the management. The Photostat copies of appointment letter of initial joining, and that of year to year extension till the year 2022, the letter of engagement recording satisfaction as to the work and performance of duties, extracts from the attendance sheet showing their continuous service much more than 240 days with the present management till July 2022. All the documentary evidence so filed on affidavit stand un-rebutted and not denied.

9. In written statement of defense to the claim statement and also in the reply to both of the instant application for the above ad interim reliefs and the complaint under section 33 of the Act, the management pleaded and deposed in supporting affidavits that, the workmen who were in service of the management under a contract of service with the management itself for a period of three months only from the date of appointment, which expired by the efflux of stipulated time respectively on 10.07.2022 (of Mr. Kamlesh Panwar and Mr. Ramesh Chand Chaudhary), 14.06.2022 (of Mr. Rajesh Kumar), 15.06.2022 (of Mr. Gangesh), 03.07.2022 (of Mr. Gaurav Panwar), 04.08.2022 (of Ms. Manisha Bhatt), 10.08.2022 (of Ms. Archana Kumari), 19.08.2022 (of Ms. Ankita Pundir). In the context of the above timeline the management has further pleaded that on 01.07.2022 an independent contractor namely M/S Raider Security Services Pvt. Ltd. took over the work of providing paramedical service in the hospital of the management. Thereby the existing contract of claimant workmen's contract came to an end on 01.07.2022. The management in their reply to the instant application, has further asserted and reiterated that the services of the claimants workmen have come to an end by efflux of time.

10. The management has also filed photo copies of the documents relevant to their defense with affidavit in evidence. There is none of the documents in contradiction with the documents filed by the claimant. The documents filed by the management tend to show that except 21 out of the 55 existing paramedical staff have accepted the fresh contract of service as to a short term appointment of three months designed to come at an end before the expiry of the usual term of yearly contract of service for the year 2021-22 and near to the date of enforcing the outsourcing agreement between the independent contractor and the management. The print out from gem portal is placed on record to show the exercise of entering into contract for service of providing contract Labour as para medical and Pharma staff in the CG Hospital between the management and the independent contractor. though outsourcing. Contract for service of outsourcing entered between the independent contractor and management is not brought on record. Even any letter of instructions if any issued to the independent contractor to preserve and maintain the terms and conditions of service like wages, emoluments and status in employment is also not brought on record. Any proposed contract of service between the independent contractor and the contract labour

intended to be outsourced to the management is also not brought on record, though relevant to the issues involved in the matter in hand.

Arguments

11. Heard the learned counsel Sh. Rajiv Agarwal Advocate (the authorized representative of the workmen claimants) at a considerable length of the time. He has also filed written note of the arguments with the compilation of the case laws relied by him. The counsel for the management also has filed his arguments in writing but did not appear to argue orally, though was called upon repeatedly deferring the hearing on several dates till the next adjourned date of hearing. However, the written arguments with the compilation of case laws relied on by the management is taken into consideration by the tribunal.

The learned counsel Sh. Rajiv Agarwal for the claimant workmen put vehemence on the fact, the management has the permanent nature of work of the para medical staff having been performed by the concerned workmen in the hospital owned, controlled and supervised by the officers of the management, the Delhi Cantonment Board in its own premises. The concerned workmen were directly recruited by the management itself in due course of open selection pursuant to an advertisement. The requirement of the post and work in issue still exist in the hospital. They despite working continuously for more than 10 years to the entire satisfaction of the authorities were kept in temporary status of contract based workmen, without regularizing in service. When demand raised before the management they threatened to ward off the. From the employment and began to plan to get rid of them. In this connection they though extended their services for the year 2021- 2022 also, as usual since the initial entrance in the contract based service, directed such workmen to come afresh through an independent contractor of their choice as outsourced employees. This occurred during the pendency of proceeding after raising the dispute relating to the continuation of service and consequent claim of regularization before the assistant labor commissioner. This is why the claimant approached the High Court which on the basis of admission of the respondents management relating to existing industrial dispute enjoined them vide order dated 07.07.2022, not to disturb the service of the claimant workmen during the pendency of the Industrial dispute and rather to maintain status quo in respect of the service conditions. This is why the management to defy the claim of regularization broken the continued chain of service tenure under the contract of service entered directly between the management and the concerned workmen. Learned counsel Sh. Rajiv Agarwal argued, the circumstances as created by the management effect prejudicially the claimant workmen in respect of their claim and the cessation of work, stoppage of the payment of wages cumulatively amount clear violation of the mandatory prohibition of the section 33 of the Act and also the contemptuous breach of the order of the High Court by disturbing the services of the concerned workmen and also by altering their service conditions. This compelled the Claimants to move the instant applications. The action of the management is quite illegal and ineffective by reason of being opposed to the prohibition mandated by the Act under section 33 and also in breach of the high court's restraining order in the matter. The prayers made in the applications deserves to be allowed.

He relied on the case law propounded by the apex court in *Jaipur Zola Sahkari Bhoomi Vikas Bank v. Ram Gopal Sharma and others* (2002) 2 SCC 244. And *M.D.T.N. State Transport Corporation V. Nithivilangan Kumbakonam and others* (2001) Lab. I. C. 1801 Reliance is further placed on the decision of the High Court of Delhi in the case, titled as *Tops Security Ltd. V. Subhash Chander jha* (2013) 136 FLR 17) which covers the impugned order Order of dismissal covered under section 33 (2) (b) of the Act. Another case of the same high court is a decision bench judgement titled as *Jitendra Kumar V. Director of Health Services, Govt of NCT of Delhi* (L P A 79/2014 with LPA 731/2014 *yogendra Kumar and others v. Director Health Services Govt of NCT Delhi decided on 22 October 2019*) The facts considered in the above judgement of the Division Bench are somehow akin to the facts of the present matter in hand.

12. The management also on the basis of it's evidence in the form of affidavit with annexed documentary evidence put written argument. Though the learned counsel desisted himself from oral arguments but whatever resonates from his written argument and documents in evidence is apprised further as follows-

The management has neither changed or altered any of the conditions of service of the claimant workmen concerned in the present industrial dispute on or after the order of the high court dated 07.07.2022, as they had already been placed by the management under the independent contractor, "M/s Raider Security Services Pvt. Ltd." w.e.f. 01.07.2022. He impressed on the date 01.07.2022 being a date prior to the initiation of proceeding under section 33 of the Act when the workmen had been placed under the independent contractor aforesaid and since the workmen themselves have refused to join the independent contractor, the management neither can be held responsible for violation of the prohibition of section 33 of the Act nor for the alleged breach of the restraining order of the high court dated 07.07.2022.

It is further argued that the concerned workmen were working under a time bound contract of service and their employment automatically ceased off by reason of the efflux of time stipulated in their contract with the management. Management did not change the conditions of service of the claimant workmen. He relied in this regard on the case law propounded by the Hon'ble Delhi High Court in the case titled as *B.A. Security Agents Employees Union v. Regional Labour Commissioner W.P. No.8372/2003 decided on 08.03.2010.* and on the case law of the judgement of the apex court in *The Bhavhagar Municipality V. Alibhai Karimbhai and Ors.* (Manu/ SC /0162/1977)

The jurisdiction of the tribunal is also challenged to entertain and decide the instant application seeking directions to maintain status quo in terms of the order dated 29.06.2022 of the Hon'ble High Court passed in the writ petition no. WP (C) 9645/2022, and impressed that the aggrieved claimant workmen has the only remedy to resort, approaching the Hon'ble High Court of Delhi in contempt petition. It is contended that the concerned claimants have filed the contempt petitions which still remain on board before the Hon'ble High Court.

After going through the oral argument and that submitted in writings as well as perusing the documentary evidences adduced by the parties to the present industrial dispute I, proceeded further to consider the application under section 33 in accordance with the provisions of section 33 A of the Act. The Application complaining the breach of restraining order dated 29.06.2022 (supra) is also taken into consideration simultaneously and jointly.

Discussions

13. What is the mandate, as legislated by the parliament in the Act under it's section 33, must be kept in to the mind by an industrial adjudicator while considering the complaint made therein by the employee against the employer of disturbances caused by him without compliance of the pre requisite permission from the tribunal. In nut shell, section 33 (1) (a) of the Act mandatorily envisages a material prohibition to the employers that *"During the pendency of any proceeding before a.....tribunal in respect of an industrial dispute, no employer shall*

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding.xxx Save with the express permission in writing of the authority before which the proceeding is pending. (relevant portion carved out from the text of sec.33 of the Act, Supra)

This would not be out of relevance to highlight the circumstances envisaged in section 33 under which the mandatory prohibition clinches an employer not to alter the conditions of the service of a workman without prior permission of the authority of the tribunal before which the concerned dispute is pending. They are as under-

- (1) There is a proceeding in respect of an industrial dispute before the tribunal or an authority under the Act.
 - (2) Conditions of service of the concerned workman(s) applicable immediately before the commencement of the proceeding as to the dispute before the tribunal.
 - (3). The workmen whose conditions of service are altered must be concerned in the pending industrial dispute.
 - (4) The alteration of the conditions of service must be in regard to the matter connected with service.
 - (5) The complained alteration in the conditions of service is to the prejudice of the workmen.
14. The first feature admittedly exists in the present matter in hand. The pending industrial dispute of which the proceeding is running before this tribunal is contested by the management. The foremost question for consideration of both the above misc. applications would be

"When from the Industrial Dispute shall be treated pending before authorities constituted under the Act "

- a. The high court has recorded in its order (Supra) on dated 29.06.2022 itself, that admittedly the petitioners (the claimant workmen) ***have already raised an industrial dispute***. The reference is evidencing itself the pendency of the industrial dispute ***since 27.06.2022***. when the claimant workmen's Labour Union raised the dispute relating to the regularization of the claimants in services of the management raised before the authorities under the Industrial Disputes Act 1947. The records show that the said industrial dispute raised on 27.06.2022 before the Labour conciliation officer Which in continuation thereto was sent through the reference dated 27.04.2023 to the tribunal by the government u/s 10 of the Act and is pending for adjudication.
- b. Coming back to the application in the hand, it further would be necessary and expedient to look into the defense, if any, against the complaint of violation of the direction of the court. It would also be equally important to see, if they actually caused disturbance in the service conditions despite the pendency of dispute before the tribunal in utter violation of the statutory mandate incorporated in the section 33 of the Act, what shall be the consequences and legal impacts?
- c. The dispute pending before the tribunal referred for adjudication is with regard to the demand of the workmen for regularization of their services and none else as it is very much clear from the wordings of the 'reference' cited in preceding para 5 of this order. On perusal of the letter of reference dated 27.04.2023, it reveals that the said dispute was raised by the Labour union namely the Hospital Employees Union vide it's letter dated 27.06.2022. ***Therefore, I, reached at the conclusion that, the present industrial dispute came into existence before the Conciliation Officer appointed authority under the Act since 27.06.2022 and is pending presently before the Tribunal through the reference of dispute by the appropriate government***

dated 27.04.2023. The management remained mandatorily abide not only under the provisions of section 33 of the Act but also restrained by Hon'ble High Court's order Dated 29.06.2022 (Supra) from disturbing the service conditions of the claimant workmen and not to terminate any how their services during the pendency of the present industrial dispute case before the tribunal.

Terms and conditions of service

- d. A contract of employment is a kind of contract used in Labour law to attribute rights and responsibilities between Parties to a bargain. The contract is in between an employer and an employee. Undoubtedly, the dispute relating to a workman's regularization in services of the management comes within the scope of the phrase 'terms of employment' and 'connected with the employment', hence covered under the definition of 'Industrial Dispute' as given in section 2 (k) of the Act. Moreover length of continuous service satisfactorily also ensues some likewise the term 'Regularization in service' presupposes the continuation in employment and service of an employer for a considerable long period. The continuation in service envisages several legal rights and benefits to the workman in the Act against the termination, removal or discharge from service, change in terms and conditions of service etc. unless the employer strictly complies with the provisions of the Act. The Act further prohibits the employer to adopt unfair Labour practices in employment and service under their establishment. The contract of service is entered in the present case directly between the workmen and employer the present management individually. In the absence of any service rule governing the terms and conditions of service such contract of service is regulated, beside the terms stipulated between the parties to the contract, also by the standing orders applicable in the establishment or in the absence of such standing orders from the general provisions of the Standing Orders Act. Like other contract a contract of service too is subject to the relevant provisions of the Indian Contract Act, 1872. In short, a contract of service not only abides the employee but equally abides the employer also, both of them at par in relation to the terms of contract.
- e. In the contract of service the employer is in the shoes of master, but subject to the law applicable over such contract. In the above context the rights and protection flowing from the acceptance of the offer of employment by the employee as to the identity of employer also becomes one of the terms/conditions of service. It amounts the parity of mind between the parties under the contract of service, which means the employee must certainly know who is his master and likewise the employer must also know certainly, who is his servant under the contract, The consented assumption of inter se status of parties to the contract of service is therefore comes under the terms and conditions of service, longevity of uninterrupted satisfactory service in the same employment would be substantially considered for the claimants' regularization. ***The terms and conditions of service therefore include the status of employer as master in relation to the status of workman as servant under the contract of service which cannot be abruptly altered, substituted or alienated with another person.***
- f. Beside the said term and conditions of service the workmen were entitled to wages at a fixed rate and other facilities and incidental right and benefits there to which were applicable on and since before the date of industrial dispute came in to existence. I, according to my considered opinion hold that, ***The alteration in terms of the services are undoubtedly connected with the industrial dispute with which the claimant are concerned which is pending before this Tribunal for adjudication.***

Prejudice to the claimant workmen

15. In the present case, one of the party to the contract of service, say the employer management altered the term and condition of service with regard to their known and accepted mastership by alienating the same to some other independent contractor during the continuance of the service contract with the workmen concerned. The management treated the employees as their slaves alienable like in slavery as prevailed in ancient days. They admittedly directed to the workmen to come through the outsourcing under the contractor of their choice.

16. So far as the alteration in terms of service is concerned, the Hon'ble High Court passed the order dated 29.06.2022 issuing direction that the management shall not disturb the services of the present claimant workmen during the pendency of the dispute before the tribunal without compliance of the provisions as contained in section 33 of the Act. The para 10 of the order of the High Court containing the said direction is quoted in preceding para 5 of this order. Para 6 of the High Court's order refers the communication dated 27.06.2022 made by the Assistant Labour Commissioner, U.O.I., who had advised the management to adhere to the provisions as contained in section 33 of the Act in letter and spirit and not to terminate the services in order to avoid any untoward incident.

17. The tribunal has already reached at the conclusion that the dispute is pending since the stage of the competent authority under the Act the Assistant Labour Commissioner/ the Conciliation Officer even on 27.06.2022

18. The tribunal is amazed of the fact, nothing could have prevented the management, neither restraining order of the Hon'ble High Court nor the strict statutory prohibition contained in section 33 of the Act from

daringly disturbing the services of the workman concerned with the industrial dispute pending in the tribunal. The management seemed to have designed the outsourcing of its own workmen to defy their claim of regularization and to ward off them from attending their duties without formal order of termination or cancellation of the contract of service.

19. In the absence of the documentary evidences as to the terms of contract for service of outsourcing entered between the management and the independent contractor, it cannot be believed as pleaded and argued by the management that continuity of employment in the hospital and wages shall not be disturbed by the outsourcing contractor.

20. The evidence brought on record of the case by the management shows also that they were in hurry and haste to get rid of the claimants workmen pursuant to their raising claim of regularization in services. The print out of gem portal contents show that the management did not bother to search any independent contractor for outsourcing having experience in the field of medical, paramedics or pharmaceutical staff to meet the requirements in the hospital of the management. They have given the above services to an independent contractor in the field of outsourcing the security staff, therefore it cannot be said that they disturbed the existing services of the claimant workmen concerned with a view to improve their paramedical and pharmaceuticals staffs in the hospital.

21. In the already existing contract of service between the management and the claimant the terms stipulated therein are enforceable under law by the claimant, but in case of the employment under the outsourcing contractor the claimant would not be entitled to seek enforcement of the terms against him at par with that were available in earlier appointment in the management. It would be fit in the circumstance of the present case to quote observation of the apex court in the case of the **“Workmen of the Food Corporation of India v. Food Corporation of India 1985 (50) FLR 142 (SC) –**

“15....When workmen working under an employer are told that they have ceased to be workmen of that employer, and have become work men of another employer namely, the contractor in this case, in legal parlance such an act of the first employer constitutes discharge, termination of service or retrenchment by whatsoever name called and a fresh employment by another employer namely, the contractor. If the termination of service by the first employer is contrary to the well established legal position the effect of the employment by the second employer is wholly irrelevant...”

22. The management has failed to show the employment of claimant workmen in the hospital short term temporary job. It is also neither pleaded nor shown that recruitment of the claimant was under any scheme or short term project work incidental to the core business of the management which was bound to come at end automatically with the completion of work or efflux of the stipulated time. The tribunal does not agree with the argument of the management that the prohibition of the section 33 (1) (b) not applicable in the cessation of work of the claimant workmen concerned with the dispute. The case laws cited by the management are not applicable in the peculiar facts and circumstances of the present case.

23. *Consequent upon the above observations I, find myself of the opinion that alteration and disturbance in the services of the claimants are in prejudice to them.*

24. **I further conclusively hold that the status of the workmen concerned as on and prior to 27.06.2022 as the employee of the present management working under the direct contract with it shall stand continued on the date of the order of the high court on 29.06.2022 and also on the date 01.07.2022. It shall be treated continued even on the date of reference on 27.04.2023 to the Tribunal. Even today the same status of the claimant workmen exists during the pendency of the industrial dispute before the tribunal.**

25. **I further hold that the management in utter violation of the prohibition as mandated in the section 33 of the Act not only changed the status of employment of the workmen concerned abruptly but also designed to ward off them to join their duty without any order of termination, removal or discharge from their service continued under the contract of service with the management. The present complaint therefore is covered with the provision of section 33(1)(a) of the Act and the protection of the prohibition is available to the claimants.**

26. There is quite an admitted fact, the management, throughout for a considerable long span of more than 10 years of the service period of present workmen, have no complaint against them with regard to any misconduct. To the contrary the contract based services of the workmen were remained extended year to year by the competent authorities of the management recording their satisfaction as to the works assigned to them by express orders in writing. The workmen were confidently discharging their services under the direct control, supervision and pay rolls of the management. They were under the legitimate expectations of their continuation with the management. The services of the claimant workmen were abruptly ceased off. There is no order of the termination, dismissal or discharge from the services by the management for the reason of any misconduct not connected with the service, hence the case in hand is constructively covered with the provision of section 33(2) (b). The claimant workmen are not being paid their salary from July 2022, some of them are refused from attending their duties since 15.07.2022 and others since August 2022 by the management on the pretext automatic termination of service consequent upon

the abrupt alteration of terms and conditions of service illegally. As such the age of the claimants workmen are covered with section 33 (1)(a) of the Act. The tribunal has already reached at the conclusion that the dispute is pending since the stage of the competent authority under the Act before the Assistant Labour Commissioner/ the Conciliation Officer even on 27.06.2022.

27. The management still delve under misconception of law that section 33 will not apply to it's action of shifting the claimant workmen from it's direct employment to an independent contractor to outsourcing. for the reason it happened prior to the dispute under section 33 is brought before the tribunal. The argument is baseless and not agreeable. Much has been discussed in the preceding paras in this regard.

28. Consequent upon the above observations, I **further conclusively hold that the status of the workmen concerned as on and prior to 27.06.2022 as the employee of the present management working under the direct contract with it shall stand continued on the date of the order of the Hon'ble High Court on 29.06.2022 and also on the date 01.07.2022. It shall be treated continued even on the date of reference on 27.04.2023 to the tribunal. Even today the same status of the claimant workmen exists during the pendency of the industrial dispute before the tribunal**

29. The above finding finds support from the judgement of the apex court in the case of *Jaipur Zila Sahaa Bank* (Supra) where it is held that in case of non-approval of the dismissal etc. from service under the circumstances envisaged in section 33(2) (b) the employee continues to be in service as if the order of discharge or dismissal has never been passed. In the present case where the alteration in terms and conditions exulted into the oral termination of service the above quoted case law will apply principally as the require permission was not sought by the management.

30. The another misc. application of the claimant workmen for issuing direction to the management shall stand disposed off. The order dated 29.06.2022 of the Delhi High Court (Supra) putting restraint over the management to maintain status quo is intended to secure the concerned workmen from any untoward incident resulting from alleged apprehension of possible disturbance in service with regard to which the management admitted pendency of industrial dispute and any contravention of the prohibitions contained in section 33 of the Act would be amenable before the tribunal concerned. The tribunal in spirit to follow the judicial order of the Hon'ble court and the statutory mandate as legislated in the Act, by the parliament, the tribunal has exercised it's power and discretion vested in it by virtue of the section 33 r/w 33A of the Act has eager to decide the complaint by means of an ad interim award the instant application for direction to maintain the status quo is therefore instantly disposed off.

31. ***In deciding the instant application under section 33 of the Act the tribunal has confined itself to the merit of the complained contravention of the mandatory prohibition by the management only. The possible issues which might arise in adjudicating the concerned workmen's claim of regularization in service of management is left untouched. That shall be decided in proceeding with the I.D.116/23.XXXX***

32. The office is directed to list the I.D.116//23 for framing of issues in the third week of November.

Parting with the discussion over the complained matte in the instant misc. application under section 33 of the Act I, conclude as follows -

- (a) The management though contesting the present workmen's claim of 'regularization in services' in pending dispute since the stage before the conciliation officer on 27.06.2022 then also disturbed their services, refused them from attending duties, stopped wages and designed to cause cessation of services since 15.07.2022 and August 2022, despite the restraining order of the Hon'ble High Court dated 29.06.2022
- (b) In utter violation of the prohibition contained in section 33 of the Act, the management altered the terms and conditions of service of the workmen concerned and also caused cessation of their service abruptly to their prejudice.
- (c) Services of the workmen concerned ceased off since 15.07.2022 and August 2022 without passing any formal order of termination of service illegally and opposed to the provision of section 33 of the Act as required prior permission was not sought from the competent authority/ tribunal where the industrial dispute with regard to the regularization remained pending.
- (d) The work having been performed by the claimant workmen in the hospital of management is neither time bound project work nor short term job under any scheme which deserves to come to an end automatically or with the completion of work. The work and services assigned to the claimant workmen is of permanent nature, though contract based employment but subject to extensions.
- (e) The contract of service entered between the management and the claimant workmen was illegally alienated to a third party to the contract who is an independent contractor for providing service through outsourcing. This was done only to get rid of the pending industrial dispute as to the claim of the claimant workmen of regularization.
- (f) The provisions of section 33 is violated in prejudice to the claimant workmen concerned in the industrial dispute presently pending in the tribunal. The action of stopping the payment of wages since July 2022, refusal from allowing the workmen to attend duties since 15.07.2022 and August 2022 thereby causing

cessation of services is in effective and the services of the workmen concerned shall be treated to remain continued as was on and before the date of dispute i.e., 27.06.2022.

Consequent upon the above conclusions the application of the workmen under section 33 is allowed. An ad interim award till the final adjudication of the Industrial Dispute case no. 116/2023 is passed in following terms-

Ad interim award

The misc. application under section 33 of the Industrial Dispute Act, 1947, moved by the claimant workmen concerned in the industrial dispute pending in this tribunal against the management is allowed on finding the management have committed contravention of the prohibitive provisions mandated therein. The tribunal in accordance with the section 33 A of the Act draws an ad interim award in the following terms-

- (i) The Workmen concerned, in the industrial dispute pending in this tribunal registered as *I.D.116/2023, "Kamlesh Panwar and 7 other v. Delhi Cantonment Board"* shall be allowed by the management to attend duties on their respective posts in the hospital of the management forthwith without unreasonable delay and to pay them their wages uninterrupted till the adjudication of the concerned Industrial Dispute case under the reference dated 27.04.2023, to this tribunal by the Central Government under section, 10 of the Act.
- (ii) The management shall pay the arrears of wages kept unpaid to the claimant workmen since July 2022 till date forth with without unreasonable delay within a maximum period of one month from the date of award, otherwise penal interest at the rate of 18% per annum shall be chargeable till the date of actual payment.
- (iii) The cost of litigation and compensation on vexations is awarded to the workmen against the management to the tune of Rs.10,000/= (ten thousands only) payable to each one of the eight claimants workmen individually within a period of 30 days, otherwise the same shall be recoverable with interest at the rate of 18% per annum as land revenue.

The office is directed to communicate and submit the ad interim award to the Government in due course of procedure for implementation and necessary action.

Justice VIKAS KUNVAR SIRVASTAVA, Presiding Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 47.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ब्लू शील्ड प्रोटेक्शन नेटवर्क, ग्रीन पार्क एक्सटेंशन, नई दिल्ली; मेसर्स सामा इस्लक्स प्रा. लिमिटेड, अम्बाला, हरियाणा, के प्रबंधन के संबद्ध नियोजकों और श्री सतबीर सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट (संदर्भ संख्या 51/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/01/2024 को प्राप्त हुआ था।

[सं. एल - 42012/72/2016-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, 16th January, 2024

S.O. 47.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 51/2016) of the **Central Government Industrial Tribunal cum Labour Court -1, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **M/s Blue Shield Protection Network, Green Park Extension, New Delhi ; M/s Sama Islux Pvt. Ltd., Ambala, Haryana, and Shri Satbir Singh, Worker**, which was received along with soft copy of the award by the Central Government on 12/01/2024.

[No. L- 42012/72/2016- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.****Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No. 51/2016

Registered On:-07.10.2016

Satbir Singh S/o Sh. Dharampal Singh R/o Village Raipur Road, Tehsil Nilokheri, Karnal.

.....Workman

Versus

1. M/s Blue Shield Protection Network, B4/45 Safdar Jang Enclave New Delhi now at L-11, Green Park Extension, New Delhi.
2. M/s Sama Islux Pvt. Ltd. Regd Office Model Town New Maruti Car Driving School Ambala, Haryana.

.....Respondents

AWARD**Passed On:-23.11.2023**

1. Central Government vide Notification No. L-42012/72/2016-IR(DU) dated 21.09.2016, under clause (d) of Sub-Section (1) sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal

“Whether the Action of the management M/s Blue Shield Protection Network Pvt. Ltd. in terminating the services of the workman Sh. Satbir Singh S/o Sh. Dharampal Singh, Security Guard w.e.f. 31.03.2015 is legal and justified? If not, what relief the workman is entitled and from which date?”

2. The brief facts of the case for the present reference are that Workman was engaged as Security Guard at Toll Plaza Karnal by respondent No.1 in November, 2010 at a monthly salary of Rs.3,700/- and worked continuously till 31.03.2015 when his services were terminated without giving one month notice and without paying the retrenchment compensation. The workman was being paid Rs.6,800/- per month when his services were terminated. The workman has completed more than 240 days in each Calendar year. The management has violated Section 25-F, 25-G & 25-H of the ID Act. It is therefore prayed that the termination order be set aside and the management being directed to reinstate the workman in service with full back wages.

3. Respondent No.1 i.e. M/s Blue Shield Protection Network Pvt. Ltd. has filed its written statement, alleging therein that it is the duty of the workman to raise dispute before the respondent/ management, therefore the workman is not legally entitled to raise industrial dispute before this Court. The workman was working under the respondent management at Toll Plaza, Nilokheri, District Karnal which were shifted to Village Barsaat, Tehsil Gharaunda, Karnal. The principal employer i.e. Soma Isolex Pvt. Ltd. was far away from the residence of claimant/ Workman and it was difficult for the workman to report for duties in shifts. The workman has abandoned the job of his own. The workman used to remained absent from duty and has not completed 240 days in preceding 12 Calendar Months. The workman was called many time through letters and telephone messages. The answering respondent has also sent messenger asking the workman to report for duty but the workman did not joined the duty nor he has made any complaint to any authority in this regard. In view of the above it is prayed that the claim of workman may kindly be dismissed.

4. Respondent No.2 i.e. M/s Soma Isolux Pvt. Ltd. has not filed any written statement.

5. During the pendency of the proceedings before this Tribunal on 03.07.2023 the Ld. AR of Workman Sh. R.P. Rana has withdrawn his authority on behalf of Workman. Since then none is appearing on behalf of Workman which shows that the workman is not interested in adjudication of the case on merits.

6. The Court issued a fresh notice to the Workman on 29.09.2023 despite service none appeared for the workman, it appears that workman is not interested in adjudication of the case on merits. This Tribunal is left with no option except to pass No Claim Award. Hence, No Claim Award is passed in the present reference for the non-prosecution of the workman. File after completion be consigned to the record room.

7. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, P.O.-cum-Link Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 48.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ब्लू शील्ड प्रोटेक्शन नेटवर्क, ग्रीन पार्क एक्सटेंशन, नई दिल्ली; मेसर्स सामा इस्लक्स प्रा. लिमिटेड, अम्बाला, हरियाणा, के प्रबंधन के संबद्ध नियोजकों और श्री सुरेंद्र, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट (संदर्भ संख्या 52/2016) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/01/2024 को प्राप्त हुआ था।

[सं. एल – 42012/73/2016-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 48.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 52/2016) of the Central Government Industrial Tribunal cum Labour Court –1, Chandigarh, as shown in the Annexure, in the Industrial dispute between the employers in relation M/s Blue Shield Protection Network, Green Park Extension, New Delhi; M/s Sama Islux Pvt. Ltd., Ambala, Haryana, and Shri Surender, Worker, which was received along with soft copy of the award by the Central Government on 12/01/2024.

[No. L- 42012/73/2016- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No.52/2016

Registered On:-07.10.2016

Surender S/o Sh. Risal Singh R/o Village Raipur Road, Tehsil Nilokheri, Karnal.

.....Workman

Versus

1. M/s Blue Shield Protection Network, B4/45 Safdar Jang Enclave New Delhi now at L-11, Green Park Extension, New Delhi.
2. M/s Sama Islux Pvt. Ltd. Regd Office Model Town New Maruti Car Driving School Ambala, Haryana.

.....Respondent

AWARD

Passed On:-23.11.2023

1. Central Government vide Notification No. L-42012/73/2016-IR(DU) dated 21.09.2016, under clause (d) of Sub-Section (1) sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal

“Whether the Action of the management M/s Blue Shield Protection Network Pvt. Ltd. In terminating the services of the workman Sh. Surender S/o Sh. Risal Singh, Security Guard w.e.f. 31.03.2015 is legal and justified? If not, what relief the workman is entitled to and from which date?”

2. The brief facts of the case for the present reference are that Workman was engaged as Security Guard at Toll Plaza Karnal by respondent No.1 in November, 2009 at a monthly salary of Rs.3,700/- and worked continuously till 31.03.2015 when his services were terminated without giving one month notice and without paying the retrenchment

compensation. The workman was being paid Rs.6,800/- per month when his services were terminated. The workman has completed more than 240 days in each Calendar year. The management has violated Section 25-F, 25-G & 25-H of the ID Act. It is therefore prayed that the termination order be set aside and the management being directed to reinstate the workman in service with full back wages.

3. Respondent No.1 i.e. M/s Blue Shield Protection Network Pvt. Ltd. has filed its written statement, alleging therein that it is the duty of the workman to raise dispute before the respondent/ management, therefore the workman is not legally entitled to raise industrial dispute before this Court. The workman was working under the respondent management at Toll Plaza, Nilokheri, District Karnal which were shifted to Village Barsaat, Tehsil Gharaunda, Karnal. The principal employer i.e. Soma Isolex Pvt. Ltd. was far away from the residence of claimant/ Workman and it was difficult for the workman to report for duties in shifts. The workman has abandoned the job of his own. The workman used to remained absent from duty and has not completed 240 days in preceding 12 Calendar Months. The workman was called many time through letters and telephone messages. The answering respondent has also sent messenger asking the workman to report for duty but the workman did not joined the duty nor he has made any complaint to any authority in this regard. In view of the above it is prayed that the claim of workman may kindly be dismissed.

4. Respondent No.2 i.e. M/s Soma Isolux Pvt. Ltd. has not filed any written statement.

5. During the pendency of the proceedings before this Tribunal on 03.07.2023 the Ld. AR of Workman Sh. R.P. Rana has withdrawn his authority on behalf of Workman. Since then none is appearing on behalf of Workman which shows that the workman is not interested in adjudication of the case on merits.

6. The Court issued a fresh notice to the Workman on 29.09.2023 despite service none appeared for the workman, it appears that workman is not interested in adjudication of the case on merits. This Tribunal is left with no option except to pass No Claim Award. Hence, No Claim Award is passed in the present reference for the non-prosecution of the workman. File after completion be consigned to the record room.

7. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, P.O.-cum-Link Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 49.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक/मुख्य वार्डन, राष्ट्रीय प्रौद्योगिकी संस्थान, कुरुक्षेत्र, के प्रबंधन के संबद्ध नियोजकों और श्री राकेश कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट (संदर्भ संख्या 75/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/01/2024 को प्राप्त हुआ था।

[सं. एल. 42012/143/2012-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 49.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 75/2012) of the **Central Government Industrial Tribunal cum Labour Court –1, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The Director/ chief warden, National Institute of Technology, Kurukshetra**, and **Shri Rakesh Kumar, Worker**, which was received along with soft copy of the award by the Central Government on 12/01/2024.

[No. L- 42012/143/2012- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.****Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.**

ID No.75/2012

Registered On:-30.01.2013

Rakesh Kumar S/o Sh. Neki Ram R/o V.P.O. Pohnawa, Distt. Kaithal, Haryana.

.....Workman

Versus

National Institute of Technology, Kurukshetra though it's director/ chief warden.

.....Respondent

AWARD**Passed On:-16.11.2023**

1. The Central Government vide Notification No. L-42012/143/2012-IR(DU) dated 16.01.2013/21.01.2013, under clause (d) of Sub-Section (1) sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the demand of Sh. Rakesh Kumar for reinstatement and regularization in service with the management of Director, NIT, Kurukshetra w.e.f. 21.08.2008 as Security Guard is just fair and legal? If not, what relief the workman is entitled to?”

2. The brief facts relevant for deciding this claim petition as per the claim of the workman is that the workman was appointed as Security Guard on 21.08.2008 by the respondent management at the salary of Rs.2500/- Per Month. The work and conduct of workman remained good and satisfactory during the tenure of his service with management. On 27.05.2010 the services of the workman was dispensed without following the procedure laid down in the ID. Act. No notice has been given to applicant, whereas the workman had completed the more than 240 days of service continuously as required under section 25F of the act. So the workman is entitled to the protection under 25F and other provisions of the Act, which the respondent has not followed at the time of terminating the service of applicant. The respondent has also not followed the principle of the act at the time of terminating the services of workman Viz, notice no enquiry; no charge sheet was given to the applicant, which is clear violation of Section 25F and other provisions of the Act. The management has retain in service juniors to the applicant, which is the violation of section 25-G of I.D. act. Workman has also sent the 15 days notice to respondent for taking him back in service, but the management had not sent any reply.

3. Respondent has filed written statement alleging therein the present claim statement is an abuse of process of law and the claimant has not come with clean hands before this Court and toe-twisted the true facts. The true facts of the case are that the claimant was engaged by the Mess Committee in the Hostel at its own level and the respondent Institute only guide to the students and just help them to maintain the services. There is no sanctioned post in the Institute against which the claimant alleged to work and same has never been advertised. No interviews was conducted and no appointment letter was issued to the claimant. The claimant had never been paid from the consolidated/budget funds of the Institute nor there is any provision for the same in the budget for the payment of such type of engagement. The management /Institute has adopted the outsourcing policy laid down by the Government of India and has outsourced the work of security, maintenance and sanitation in the Institute by calling the tenders w.e.f. 1.4.2010. The allotted/selected Service Provider(s) have also started their services w.e.f. 1.4.2010. Claimant alongwith 53 other persons had filed a demand notice dated 22.2.2010 before Assistant Labour Commissioner and the same was defended by the answering Institute on merit. The Assistant Labour Commissioner completed all the conciliation proceedings in that demand Notice and the reference of the same had already been sent to the Government of India, Ministry of Labour & Employment, New Delhi for consideration vide letter No. 8(3)/2010/ALF, dated 18.5.2010 and the case was referred before this Court which is pending in the Court. It is wrong that the claimant had completed more than 240 days of continuous service in the last financial year with the respondent Institute. Rather the services of the claimant were never engaged by the management Institute and therefore there is no question of issuing any notice under ID Act and at the same time there is no requirement of compliance of section 25-F, 25-G and 25-H of the Act. It is also wrong that the persons junior than the claimant are retained by the management Institute. It is also wrong that the work still exists with the management against which the claimant alleged to work rather the claimant was never engaged by the answering respondent. It is pertinent to mention here that the Institute had already adopted the Outsourcing Policy of the Central Government w.e.f. 1.4.2010. It is also wrong that the management committed any offence which is punishable under section 32 and 34 of the ID Act and Section 2 (ra) and schedule (v) of the Act.

4. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on his behalf. Several opportunities have already been given to the workman for evidence of workman but of no use. Which denotes that the workman is not interested in adjudication of the matter on merits.

5. Since the workman has neither put his appearance since long nor he has filed any replication to prove his cause against the management, as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case. File after completion be consigned in the record room.

6. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, P.O.-cum-Link Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 50.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक/मुख्य वार्डन, राष्ट्रीय प्रौद्योगिकी संस्थान, कुरुक्षेत्र, के प्रबंधन के संबद्ध नियोजकों और श्री सुरेंद्र कुमार, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट (संदर्भ संख्या 78/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/01/2024 को प्राप्त हुआ था।

[सं. एल. 42012/146/2012-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 50.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 78/2012) of the **Central Government Industrial Tribunal cum Labour Court -1, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The Director/chief warden, National Institute of Technology, Kurukshetra**, and **Shri Surender Kumar, Worker**, which was received along with soft copy of the award by the Central Government on 12/01/2024.

[No. L- 42012/146/2012- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No.78/2012

Registered On:-30.01.2013

Surender Kumar S/o Sh. Jai Bhagwan R/o Village DyalPur, Post Officer Gurukul Kurukshetra, Haryana

.....Workman

Versus

National Institute of Technology, Kurukshetra though it's director/ chief warden.

.....Respondent

Award

Passed On:-16.11.2023

1. Central Government vide Notification No. L-42012/146/2012-IR(DU) dated 16.01.2013/21.01.2023, under clause (d) of Sub-Section (1) sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the demand of Sh. Surender Kumar S/o Sh. Jai Bhagwan, Ex Security Guard for reinstatement and regularization in service with the management of Director, NIT Kurukshetra w.e.f. 23.02.2009 as Security Guard is just, fair and legal? If not, what relief the workman is entitled to?”

2. The brief facts relevant for deciding this claim petition as per the claim of the workman is that the workman was appointed as Security Guard on 23.02.2009 by the respondent management at the salary of Rs.2500/- Per Month. The work and conduct of workman remained good and satisfactory during the tenure of his service with management. On 27.05.2010 the services of the workman was dispensed without following the procedure laid down in the ID. Act. No notice has been given to applicant, whereas the workman had completed the more than 240 days of service continuously as required under section 25F of the act. So the workman is entitled to the protection under 25F and other provisions of the Act, which the respondent has not followed at the time of terminating the service of applicant. The respondent has also not followed the principle of the act at the time of terminating the services of workman Viz, notice no enquiry; no charge sheet was given to the applicant, which is clear violation of Section 25F and other provisions of the Act. The management has retain in service juniors to the applicant, which is the violation of section 25-G of I.D. act. Workman has also sent the 15 days notice to respondent for taking him back in service, but the management had not sent any reply.

3. Respondent has filed written statement alleging therein the present claim statement is an abuse of process of law and the claimant has not come with clean hands before this Hon'ble Court and toe-twisted the true facts. The true facts of the case are that the claimant was engaged by the Mess Committee in the Hostel at its own level and the respondent Institute only guide to the students and just help them to maintain the services. There is no sanctioned post in the Institute against which the claimant alleged to work and same has never been advertised. No interviews was conducted and no appointment letter was issued to the claimant. The claimant had never been paid from the consolidated/budget funds of the Institute nor there is any provision for the same in the budget for the payment of such type of engagement. The management /Institute has adopted the outsourcing policy laid down by the Government of India and has outsourced the work of security, maintenance and sanitation in the Institute by calling the tenders w.e.f. 1.4.2010. The allotted/selected Service Provider(s) have also started their services w.e.f. 1.4.2010. Claimant alongwith 53 other persons had filed a demand notice dated 22.2.2010 before Assistant Labour Commissioner and the same was defended by the answering Institute on merit. The Assistant Labour Commissioner completed all the conciliation proceedings in that demand Notice and the reference of the same had already been sent to the Government of India, Ministry of Labour & Employment, New Delhi for consideration vide letter No. 8(3)/2010/ALF, dated 18.5.2010 and the case was referred before this Court which is pending in the Court. It is wrong that the claimant had completed more than 240 days of continuous service in the last financial year with the respondent Institute. Rather the services of the claimant were never engaged by the management Institute and therefore there is no question of issuing any notice under ID Act and at the same time there is no requirement of compliance of section 25-F, 25-G and 25-H of the Act. It is also wrong that the persons junior than the claimant are retained by the management Institute. It is also wrong that the work still exists with the management against which the claimant alleged to work rather the claimant was never engaged by the answering respondent. It is pertinent to mention here that the Institute had already adopted the Outsourcing Policy of the Central Government w.e.f. 1.4.2010. It is also wrong that the management committed any offence which is punishable under section 32 and 34 of the ID Act and Section 2 (ra) and schedule (v) of the Act.

4. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence of workman but of no use. Which denotes that the workman is not interested in adjudication of the matter on merits.

5. Since the workman has neither put his appearance since long nor he has filed any replication to prove his cause against the management, as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case. File after completion be consigned in the record room.

6. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, P.O.-cum-Link Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 51.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उप. महाप्रबंधक, टीएचडीसी इंडिया लिमिटेड, देहरादून; उप. महाप्रबंधक, उत्तराखंड पूर्व सैनिक कल्याण निगम लिमिटेड, देहरादून, के प्रबंधन के संबद्ध नियोजकों और श्री अर्जुन सिंह नेगी, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट (संदर्भ संख्या 133/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18/12/2023 को प्राप्त हुआ था।

[सं. एल- 42012/118/2018-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 51.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 133/2018**) of the **Central Government Industrial Tribunal cum Labour Court –I, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The Dy. General Manager, THDC India Limited, Dehradun ;The Dy. General Manager, Uttarakhand Purv Sainik Kalyan Nigam Ltd, Dehradun, and Shri Arjun Singh Negi, Worker**, which was received along with soft copy of the award by the Central Government on **18/12/2023**.

[No. L- 42012/118/2018- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No.133/2018

Registered On:-21.01.2019

Arjun Singh Negi R/o Tarun Vihar, Near Sidheshwar Mahadev Temple Satyam Wedding Point, Kedarapuram, Dehradun-248001.

.....Workman

Versus

1. The Dy. General Manager, THDC India Limited 26, EC Road, Dehradun-248001.
2. The Dy. General Manager, Uttarakhand Purv Sainik Kalyan Nigam Ltd, Dehradun-248001.

.....Respondents

Award

Passed On:-07.12.2023

Central Government vide Notification No. L-42012/118/2018(IR(DU)) dated 04.12.2018, under clause (d) of Sub-Section (1) sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the termination of Shri Arjun Singh Negi working as security guard w.e.f. 01.11.2017 by the THDC India Ltd. (Principal Employer) Dehradun and Uttarakhand Purva Sanik Kalyan Nigam Ltd. (Contractor) is legal and justified? If not, what relief he is entitled to?”

1. During the pendency of the proceedings before this Tribunal, the case was fixed for Cross-examination of the workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence but of no use which denotes that the workman is not interested in adjudication of the matter on merits. It is submitted by the Respondent No.1 as well as Ld. Counsel for Respondent No.2 that the workman is not turning for Cross-examination while several opportunities have already been given to the workman.
2. Perused the file and it is found that the contention of the Ld. Counsels for both the respondents are true.
3. Since the workman has neither put his appearance since long nor he has led any evidence to prove his cause against the management as such, this Tribunal is left with no choice except to pass a ‘No Claim Award’. Accordingly, no claim award is passed in the present case for non-prosecution of workman. File after completion be consigned in the record room.
4. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, PO-cum-Link Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 52.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गैरिसन इंजीनियर (वायु सेना), एमईएस, वायु सेना स्टेशन, हलवारा, लुधियाना; मैसर्स सांगा सिंह एंड कंपनी, गुरु तेग बहादुर नगर, राजकोट रोड, वायु सेना स्टेशन, पंजाब, के प्रबंधन के संबद्ध नियोजकों और महासचिव, एमईएस कॉन्ट्रैक्ट वर्कर्स यूनियन (एडी) हलवारा, अकालगढ़, द-रायकोट, लुधियाना, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट (संदर्भ संख्या 147/2018) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18/12/2023 को प्राप्त हुआ था।

[सं. एल- 14011/10/2018-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 52.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 147/2018) of the **Central Government Industrial Tribunal cum Labour Court –I, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The Garrison Engineer (Air Force), MES, Air Force Station, Halwara, Ludhiana; M/s Sanga Singh and Co., Guru Teg Bahadur Nagar, Rajkot Road, Air Force Station, Punjab, and The General Secretary, MES Contract Workers Union (AD) Halwara, Akalgarh, The-Raikot, Ludhiana**, which was received along with soft copy of the award by the Central Government on 18/12/2023.

[No. L- 14011/10/2018- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No.147/2018

Registered On:-22.01.2019

General Secretary, MES Contract Workers Union (AD) Halwara, C/o CITU Office, H.No.180, Pratap Nagar, New Abadi, Akalgarh, The-Raikot, Ludhiana-141001.

.....Workman

Versus

1. Garrison Engineer (Air Force), MES, Air Force Station, Halwara, Ludhiana-141002.
2. M/s Sanga Singh and Co., Guru Teg Bahadur Nagar, Rajkot Road, Air Force Station, Punjab-141106.

.....Respondents

Award

Passed On:-23.11.2023

Central Government vide Notification No. L-14011/10/2018-IR(DU) dated 02.01.2019, under clause (d) of Sub-Section (1) sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal

“Whether the demand of MES contract workers union, AD Halwara, for reinstatement of old contract workmen (As mentioned in annexure 1) against garrison engineer (Air Force) MES, Air Force Station, Halwara and M/s Sanga Singh & Co. Halwara is legal, fair and justified? If yes, than what relief union/workmen are entitled to and from which date? (Workmen as mentioned in Annexure 1)?”

1. The brief for deciding this claim petition as per the claim of the workman are that the union of the workmen is registered under the Trade Union Act VI of 1926. The respondents have terminated the service of all the workers as mentioned in Annexure P-3 except Surinder Singh. The respondents neither offered nor paid the workmen the notice pay and retrenchment compensation. The juniors of the workmen in the same category were retained in service and other workmen in the same categories were appointed after the services of the workmen were terminated without sending prior notice to the workmen. All the workers are entitled to reinstatement with continuity of service with full back wages. They could not secure any other employment inspite of best efforts put by them. It is, therefore, respectfully prayed that the respondents may be directed to reinstate all the workers with continuity of service, with their old terms and conditions of employment, with full back wages and with costs.

2. Respondent No.1 i.e. Garrison Engineer (Air Force), MES, Air Force Station, Halwara, Ludhiana has filed its written statement, alleging therein that the respondent had nothing to do with the services of the complainant/applicant. The Garrison Engineer (MES), Air Force station Halwara, District Ludhiana have not terminated services of the complaint/applicants. In fact the Garrison Engineer (MES), have never given any employment to the complainants. The Garrison Engineer (MES), Air Force station Halwara, District Ludhiana floats tenders for its work including the works of Manning and operation of DG Sets, Manning and operation of Sewage installation, Manning and operations, at Air Force station, Halwara. From time to time tenders are floated and the winning bidders are awarded the contract by the Govt. of India. Amongst the various winning bidders namely M/s. Sanga and company, M/s. Indo Guard Security System, M/s Jassi Traders, M/s. Choudhary Enterprises were awarded contracts of the works for the duration of 11 months. The contractor to whom works have been awarded were to engage their own workmen for carrying out the works under the awarded contract. The contractor as per law is to engage, employ, hire their own workmen. The complaint is not maintainable as the primary employer / employing contractor have not been made a party in the complaint. There is no privity of contract between the Garrison Engineer and the complainant. It has been found that the above mentioned persons have been working under the contractor M/s. Choudhary Enterprises under CA No GE/Hal-08/17-18 and GE/Hal-09/17-18. As per the record the Garrison Engineer have issued completion certificate of the works to the above named contractor vide certificate dated 04.08.2018 and 04.08.2018. It is on record that the alleged workmen have been found lacking in their work, involved in Civil/disputes and have endangered the work services of the Air Force, which is a sensitive defense installation and very important for the safety and security of war waging assets. The said workmen have intentionally concealed the said information and misleading the Court. In this connection a copy of letter dated 13.01.2018. It is therefore respectfully prayed that keeping in view the facts and circumstances mentioned in detailed reply to petition, the petitioner is not entitled to the relief being sought in the present petition and thus, the present petition is liable to be dismissed with costs.

3. Respondent No.2 i.e M /s Sanga Singh and Co., R/o Guru Teg Bahadur Nagar, Raikot Road, Air Force Station, Punjab has filed his written statement alleging therein that the present statement of claim has been filed just to grab the money from the answering respondent. The present statement of claim has been filed to harass the respondent no.2 and to extort some amount from the respondent no.2. In fact there is no contract between the respondent and the workman. The answering respondent has entered into contract agreement with the respondent no.1 and the said contracts were 5 in numbers and first was started from 20.11.2017 to 19.10.2018 and other four were started from 18.1.2018 to 17.12.2018. It is submitted that the demand of MES Contract Workers Union, AD Halwara for reinstatement of old contract workman against the answering respondent is illegal and not justified. The CAT Chandigarh had also dismissed the case of the workman on the ground that these workers do not come under the provision of section 14 of administrative Tribunal Act, 1985 by order dated 30.5.2018. The Hon'ble High Court has cleared that the workers who are working with Contractor cannot claim work after the completion of work of 11 months as contract agreement with the respondent no.1 is for 11 months. It is, therefore, prayed that the statement of claim filed by the workman may kindly be dismissed.

4. Today the case is again fixed for filing replication by the workman but none appeared despite repeated calls. It appears that workman is not interested in adjudication of the case on merits. This Tribunal is left with no option except to pass No Claim Award. Hence, No Claim Award is passed in the present reference for the non-prosecution of the workman. File after completion be consigned to the record room.

5. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, P.O.-cum-Link Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 53.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रबंधक (कार्मिक), भारतीय कृत्रिम अंग निर्माण निगम, कानपुर, (यू.पी.), के प्रबंधन के संबद्ध नियोजकों और महासचिव, एलिमो मजदूर संघ, हीरागंज, कानपुर (यू.पी.), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर पंचाट (संदर्भ संख्या 86 of 2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 09.01.2024 को प्राप्त हुआ था।

[सं. एल-42012/42/2014-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 53.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 86 of 2014) of the Central Government Industrial Tribunal cum Labour Court –Kanpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Manager (Personnel), Artificial Limbs Manufacturing Corporation Of India, Kanpur, (U.P), and The General Secretary, ALIMO Mazdoor Sang, Heeraganj, Kanpur (U.P), which was received along with soft copy of the award by the Central Government on 09.01.2024.

[No. L- 42012/42/2014-IR(DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

PRESENT

SOMA SHEKHAR JENA

HJS (Retd.)

I.D. No. 86 of 2014

No L-42012/42/2014-IR(DU) dated 15.07.2014

BETWEEN

The General Secretary

ALIMO Mazdoor Sang,

Branch Office 106/371

Heeraganj

Kanpur (U.P)

AND

The Manager (Personnel)

Artificial Limbs Manufacturing Corporation of India

G.T. Road, Kanpur (U.P)

AWARD

This award arises out of the reference stated in schedule below communicated to this Tribunal by letter no. L-42012/42/2014-IR (DU) dated 15.07.2014 issued by the Government of India, Ministry of Labour & Employment.

SCHEDULE

“Whether the action of the management of Artificial Limbs Manufacturing Corporation of India, Kanpur in awarding punishment of stoppage of one increment with cumulative affect vide order dated 23.03.2001 and punishment of censure vide order dated 07.10.2003 on Shri Ram Kishan is just fair & legal? If not, to what relief the workman concerned is entitled to?”

The averments of statement of claim constituting Industrial Dispute are concisely stated below:-Claimant workman in his claim statement stated that the establishment of the O.P. management comes under the provisions of the Industrial Act, 1946 and is bound to provide various benefits such as insurance, EPF, Bonus and other benefits defined in Industrial Act.

One room was dedicated to the union which accommodated of facilities like typewriter and phone and complicated issues that arose on day to day basis between workers and management were resolved by bilateral talks.

The Managing Director with the intention to establish his dominance recognized the rival union as the main union and took all the various facilities from the existing union. And the Managing Director with malicious intent started harassing all the members of the existing union.

Under mentioned policy of harassing the members of the existing real union the members were cited as accused persons in complaint which were exaggerated in nature and for which Members were punished severely. The services of members of the existing real union were terminated by agreement accorded by the fake union in front of RLC.

In the written statement the O.P management has taken the stand that charge sheet was issued against claimant workman Ram Krishan with misconduct of threatening, assaulting, intimidating fellow co-employee of the corporation and habitually violating the rules applicable to the corporation as enshrined in clause 31 (11) and clause 31 (26) of the certified standing order.

Clause 31 (11) of C.S.O: Threatening, intimidating or assaulting any employee/ official of the corporation.

Clause 31 (26) of C.S.O: Habitual breach of any law applicable to the corporation.

It has been averred on the behalf of the O.P management that enquiry against Ram Krishan was conducted strictly in accordance with the principles of Natural Justice. Ram Krishan was given full opportunity to defend him in enquiry proceedings. On the basis of findings of enquiry officer Ram Krishan was inflicted with penalty of 'censure' with period of suspension as not on duty in accordance with clause 34 (e) of the certified standing orders. The O.P management has taken stand the text of the charges against Ram Krishan and another delinquent N.B Saxena were totally different in substance. The O.P management refuted the allegation of bias against the workman and breach of fair labour practice by the O.P management. During pendency of industrial dispute on the behalf of claimant union a memo was filed for withdrawal of Industrial Dispute raised by claimant union.

Prima-facie it is seen that Ram Krishan was penalized by the O P management on proved allegations of misconduct and the punishment was imposed after due enquiry. In such Scenario and in view of the memo filed by the claimant union for treating Industrial Dispute as not pressed the reference stands disposed of with NIL award.

Parties are left to bear their respective costs.

SHRI SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 54.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अध्यक्ष एवं प्रबंध निदेशक, कृत्रिम अंग निर्माण निगम, कानपुर, (यू.पी.), के प्रबंधतंत्र के संबद्ध नियोजकों और राष्ट्रीय महासचिव, इंडियन नेशनल ट्रेड यूनियन कांग्रेस (आई एन टी यू सी), कानपुर (यूपी), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर पंचाट (संदर्भ संख्या 28 of 2022) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 09.01.2024 को प्राप्त हुआ था।

[सं. एल-42011/3/2022- आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 54.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 28 of 2022) of the **Central Government Industrial Tribunal cum Labour Court –Kanpur**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The Chairman and Managing Director, Artificial Limbs Manufacturing Corporation, Kanpur, (U.P), and National General Secretary, Indian National Trade Union Congress (INTUC), Kanpur (U.P)**, which was received along with soft copy of the award by the Central Government on 09.01.2024.

[No. L-42011/3/2022-IR(DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL – CUM- LABOUR COURT, KANPUR****PRESENT****SOMA SHEKHAR JENA****HJS (Retd.)**

I.D. No. 28 of 2022

L-42011/3/2022-IR (DU) dated 14/02/2022

BETWEEN

Sh. K.K. Tiwari,

National General Secretary, Indian National Trade

Union Congress (INTUC), FT-191, Armapur Estate

Kanpur (U.P)-208009

AND

The Chairman and Managing Director,

Artificial Limbs Manufacturing Corporation,

G.T. Road, Kalyanpur, Kanpur (U.P)-209217

AWARD

This award arises in respect of the reference mentioned in the schedule stated below as received from the Government of India in letter no. L-42011/3/2022-IR (DU) dated 14/2/2022.

SCHEDULE

“Whether the action of the management of ALIMCO, Kanpur in transferring Sh. Vinod Kumar, Machinist from Kanpur to Bhubaneswar as raised by Indian National Trade Union Congress (INTUC), Kanpur vide letter dated 06.07.2021 and 30.7.2021 is proper, legal and justified? If not, to what relief the workman Concerned is entitled to and what directions are necessary in this respect?”

On receipt of notification, notices were issued both the parties on 28th February 2022. In response to the notice the Authorized Representative of the management appeared and filed the authority letter. But none appeared for the claimant workman. Again case was fixed to 02.06.2022 for filing of claim statement. On 02.06.2022 only the management side appeared. None appeared on behalf of the claimant workman. Case was fixed for 30.06.2022 for filing of claim statement. But on 24.06.2022 a memo for not pressing the case was filed by claimant workman and the union ALIMCO SHRAMIK Sangathan.

From the aforesaid circumstances it is crystal clear that the workman and the union are not interested in prosecuting the case further before the Tribunal.

Hence in the given circumstances the references stands disposed of as of ‘NIL’ award.

Parties are left bear their respective costs.

SHRI SOMA SHEKHAR JENA, Presiding Officer

नई दिल्ली, 16 जनवरी, 2024

का.आ. 55.—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार निदेशक/मुख्य वार्डन, राष्ट्रीय प्रौद्योगिकी संस्थान, कुरुक्षेत्र, के प्रबंधन के संबद्ध नियोजकों और श्री गुरमित सिंह, कामगार, के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय-1 चंडीगढ़ पंचाट (संदर्भ संख्या 76/2012) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 12/01/2024 को प्राप्त हुआ था।

[सं. एल-42012/144/2012-आईआर-(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 16th January, 2024

S.O. 55.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (**Ref. No. 76/2012**) of the **Central Government Industrial Tribunal cum Labour Court –1, Chandigarh**, as shown in the Annexure, in the Industrial dispute between the employers in relation **The Director/ chief warden, National Institute of Technology, Kurukshetra**, and **Shri Gurmit Singh, Worker**, which was received along with soft copy of the award by the Central Government on **12/01/2024**.

[No. L-42012/144/2012- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH.

Present: Sh. Kamal Kant, Presiding Officer-cum-Link Officer, Chandigarh.

ID No.76/2012

Registered On:-30.01.2013

Gurmit Singh S/o Sh. Rakam Singh R/o V.P.O. Barsaana, Distt. Kaithal, Haryana.

.....Workman

Versus

National Institute of Technology, Kurukshetra though it's director/ chief warden.

.....Respondent

Award

Passed On:-16.11.2023

- Central Government vide Notification No. L-42012/144/2012-IR(DU) dated 16.01.2013/21.01.2013, under clause (d) of Sub-Section (1) sub-section (2) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal
“Whether the demand of Sh. Gurmit Singh S/o Sh. Rakam Singh Ex Security Guard for reinstatement and regularization in service with the management of Director, NIT, Kurukshetra w.e.f. 22.04.2009 as Security Guard is just, fair and legal? If not, what relief the workman is entitled to?”
- The brief facts relevant for deciding this claim petition as per the claim of the workman is that the workman was appointed as Security Guard on 24.04.2009 by the respondent management at the salary of Rs.2500/- Per Month. The work and conduct of workman remained good and satisfactory during the tenure of his service with management. On 27.05.2010 the services of the workman was dispensed without following the procedure laid down in the ID. Act. No notice has been given to applicant, whereas the workman had completed the more than 240 days of service continuously as required under section 25F of the act. So the workman is entitled to the protection under 25F and other provisions of the Act, which the respondent has not followed at the time of terminating the service of applicant. The respondent has also not followed the principle of the act at the time of terminating the services of workman Viz, notice no enquiry; no charge sheet was given to the applicant, which is clear violation of Section 25F and other provisions of the Act. The management has retain in service juniors to the applicant, which is the violation of section 25-G of I.D. act. Workman has also sent the 15 days notice to respondent for taking him back in service, but the management had not sent any reply.
- Respondent has filed written statement alleging therein the present claim statement is an abuse of process of law and the claimant has not come with clean hands before this Hon'ble Court and toe-twisted the true facts. The true facts of the case are that the claimant was engaged by the Mess Committee in the Hostel at its own level and the respondent Institute only guide to the students and just help them to maintain the services. There is no sanctioned post in the Institute against which the claimant alleged to work and same has never been advertised. No interviews was conducted and no appointment letter was issued to the claimant. The claimant had never been paid from the consolidated/budget funds of the Institute nor there is any provision for the same in the budget for the payment of such type of engagement. The management /Institute has adopted the outsourcing policy laid down by the Government of India and has outsourced the work of security, maintenance and sanitation in the Institute by calling the tenders w.e.f. 1.4.2010. The allotted/selected Service Provider(s) have

also started their services w.e.f. 1.4.2010. Claimant alongwith 53 other persons had filed a demand notice dated 22.2.2010 before Assistant Labour Commissioner and the same was defended by the answering Institute on merit. The Assistant Labour Commissioner completed all the conciliation proceedings in that demand Notice and the reference of the same had already been sent to the Government of India, Ministry of Labour & Employment, New Delhi for consideration vide letter No. 8(3)/2010/ALF, dated 18.5.2010 and the case was referred before this Court which is pending in the Court. It is wrong that the claimant had completed more than 240 days of continuous service in the last financial year with the respondent Institute. Rather the services of the claimant were never engaged by the management Institute and therefore there is no question of issuing any notice under ID Act and at the same time there is no requirement of compliance of section 25-F, 25-G and 25-H of the Act. It is also wrong that the persons junior than the claimant are retained by the management Institute. It is also wrong that the work still exists with the management against which the claimant alleged to work rather the claimant was never engaged by the answering respondent. It is pertinent to mention here that the Institute had already adopted the Outsourcing Policy of the Central Government w.e.f. 1.4.2010. It is also wrong that the management committed any offence which is punishable under section 32 and 34 of the ID Act and Section 2 (ra) and schedule (v) of the Act.

4. During the pendency of the proceedings before this Tribunal the case was fixed for evidence of workman but none is responding on its behalf. Several opportunities have already been given to the workman for evidence of workman but of no use. Which denotes that the workman is not interested in adjudication of the matter on merits.
5. Since the workman has neither put his appearance since long nor he has filed any replication to prove his cause against the management, as such, this Tribunal is left with no choice except to pass a 'No Claim Award'. Accordingly, no claim award is passed in the present case. File after completion be consigned in the record room.
6. Let copy of this award be sent to Central Government for publication as required under Section 17 of the ID Act, 1947.

KAMAL KANT, P.O.-cum-Link Officer

नई दिल्ली, 17 जनवरी, 2024

का.आ. 56.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार अध्यक्ष-सह-प्रबंध निदेशक, मेसर्स स्कूटर इंडिया लिमिटेड, सरोजिनी नगर, लखनऊ, के प्रबंधन के संबद्ध नियोजकों और अध्यक्ष, स्टाफ एसोसिएशन स्कूटर उद्योग स्कूटर इंडिया लिमिटेड सरोजिनी नगर लखनऊ (यू.पी.), के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ पंचाट (संदर्भ संख्या 13/2015) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 09/01/2024 को प्राप्त हुआ था।

[सं. एल-42011/07/2014- आईआर(डीयू)]

दिलीप कुमार, अवसर सचिव

New Delhi, the 17th January, 2024

S.O. 56.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2015) of the **Central Government Industrial Tribunal cum Labour Court—Lucknow**, as shown in the Annexure, in the Industrial dispute between the employers in relation to **The President and Managing Director, M/s Scooter India Limited, Sarojini Nagar, Lucknow, (U.P.)** and **The President Staff Association Scooters Udyog Scooter India Ltd. Sarojini Nagar Lucknow (U.P.)**, which was received along with soft copy of the award by the Central Government on 09/01/2024.

[No. L-42011/07/2014- IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW****PRESENT****JUSTICE ANIL KUMAR****PRESIDING OFFICER****I.D. No. 13/2015****Workers Vs Scooter India Ltd.****BETWEEN**

The President Staff Association Scooters Udyog

Scooter India Ltd. Sarojini Nagar Lucknow (U.P.)

AND

The President and Managing Director Scooters India

Limited Sarojini Nagar Lucknow (U.P.)

AWARD

By an order dated 19.03.2014 appropriate authority as referred the following reference to be adjudicated by this Tribunal.

“क्या प्रबंधन, स्कूटर्स इण्डिया लिमिटेड, द्वारा अधिकारियों व कामगारों की संख्या में संतुलन न करे आईसीडब्लूए से स्टाफ के ग्रेड 1 का कार्य लिया जाना व इन्हें अधिकारी श्रेणी के ग्रेड 1 पर नियुक्त किया जाना न्यायेचित एवं वैधानिक है यदि नहीं तो यूनियन क्या हित लाभ पाने की अधिकारी है।

Thereafter a corrigendum was issued on 14 July 2014, which reads as under:-

F. No.I-42011/07/2014-IR(DU): In this Ministry's order No. 42011/072014-IR(DU) dated 19.03.2014, the address mentioned at Serial No. 01 of the list therewith may be read as follows:-

The Presiding Officer**Central Government Industrial Tribunal –cum- Labour Court Kendriya Bhawan 8th Floor, Hall No. 01, Sector- H, Aliganj****Lucknow (U.P.)-226012**

Instead of

The Presiding Officer**Central Government Industrial Tribunal-cum-Labour Court****B-5 to B-8, ATI Campus, Shram Bhawan, Govind Nagar****P.O. Udyog Nagar,****Kanpur- 208022**

Accordingly ID case 13/2015 registered before this Tribunal.

Fact of the case

On 07.01.2016 on behalf of respondent claim statement was filed in which inter-alia following prayer were made.

“Wherefore it is most respectfully prayed that the Hon'ble Court may be pleased to direct the opposite party and grant the following relief to the Union.

1. The Proportion of No. of Officers, Staff and Workman be determined on the basis of previous record of the company and imbalance prevailing at present may directed to be stopped.
2. The company may be directed to frame a transparent and clear rules and regulation of recruitment of officers, and staff and till then the termination of the proportion among all the employees may be done on the basis of existing rules of company.
3. The services of Job Trainees working for than 7 years may be directed to be regularized.
4. The Recruitment of ICWAs in the pay and Scale of the Officer Grade may be quashed holding it is against the existing rules of the company.
5. Other relief in the facts and the circumstances of the case if any the Hon'ble Court may deem fit and proper”

On 05.09.2016 on behalf of respondent, written statement was filed relevant prayer taken therein are as under:-

- i. *“That the reference made by the Ministry of labour/Shram Mantralaya is wrong as the President Staff Association Scooter Udyog, Lucknow has wrongly impleaded as a party to the dispute.*
- ii. *That the President Staff Association Scooter Udyog, Lucknow has no right to contest the said matter as he was not the party to the conciliation proceeding before the RLC (C), Lucknow on the said dispute and the claim is being filed with the mala fide intentions.*
- iii. *That no discrimination is being by the management relating to officer, staff and workmen whereas the number of officers, staff and workmen are recruited on the basis of the requirement in the factor in compliance with the company’s rules and policies.*
- iv. *That the allegation made by President SASU are false, baseless, and misconceived and claim has been filed on frivolous and vexatious ground.*
- v. *Such other relief as the Hon’ble Tribunal deems fits.*

Hence it is therefore, requested please reject the claim statement filed by applicant holding that he is not entitled to any relief whatsoever.

For Scooters India Limited”.

And time was granted to file rejoinder affidavit.

Thereafter by an order dated 08.03.2019 time was again granted to claimant to file rejoinder/evidence by way of affidavit.

On 05.04.2019 an order was passed that as from the side of workman’s rejoinder/evidence on affidavit in support of his case was not filed so management was directed to file evidence by way of affidavit in support of his case.

By an order dated 30.12.2020, parties are directed to file evidence of this case was closed matter was listed for argument.

Lastly on 22.02.2023 order was passed quoted herein below:-

“Sri Neeraj Sharma filed authority on behalf of the SIL, taken on record none for claimant union.

By means of reference dated 19.03.2014 and subsequent corrigendum dated 24.07.2014, the present adjudication case has been reference to this Tribunal; accordingly ID No. 13/2015 has been registered on 30.04.2015 and the claimant union filed is statement of claim on 07.01.2016. Thereafter the respondent files its written statement M-15 was filed on 05.09.2019 and matter was listed for rejoinder. By an order dated 14.08.2018 dated was fixed for parties’ documents and thereafter by order dated 08.03.2019, the matter was listed for workman’s evidence on affidavit. The matter was fixed for management evidence on affidavit by order dated 05.04.2009 and thereafter the matter was fixed for 17.02.2021 for argument.

Thus, in view for above factual background and in the Interest of justice time is granted to the workman’s union to file its rejoinder on or before next date of listing.

List on 14.04.2023. Office is directed to issue notice to the claimant union”.

In response to the above said facts notice was issued by the office which was served on claimant.

Thereafter on 15.06.2023 order was passed. In presence of the learned counsel for the parties.

Further on 14.08.2003 when the case was listed, none appeared on behalf of claimant, Sri Neeraj Sharma was present on behalf of respondent. So last opportunity was granted to the claimant/workman to take appropriate steps as early order by this Tribunal and matter was listed for ex-parte hearing.

Today when the matter was taken up in the revise list.

None appeared from the side of parties.

So taking into consideration the above said facts as well as the law laid by the Hon’ble High Court in the case of V.K. Raj Industries v. Labour Court (I) and others 1981 (29) FLR 194 as under:-

“It is well settled that if a party challenges the legality on an order, the burden lies upon him to prove illegality of the order and if no evidence is produced the party invoking jurisdiction of the Court must fail. Whenever a workman raises dispute challenging the validity of the termination of service if is imperative for him to file written statement before the Industrial Court setting out grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written

statement to produce evidence, the dispute referred by the State Government cannot be answered in favour of the workman and he would not be entitled to any relief."

In the case of M/s Uptron powertronics employees' Union, Ghaziabad Through its Secretary V. Presiding Officer, Labour Court (II), Ghaziabad and others 2008 (118) FLR 1164 Hon'ble Allahabad High Court has held as under:-

"The law has been settled by the Apex Court in case of Shankar Chakravarti V. Britannia Biscuit Co. Ltd V.K. Raj Industries V. Labour Court and Ors. Airtech Private Limited V. State of U.P. and Ors. 1984 (94) FLR 38 and Meritech India Ltd V. State of U.P. and Ors (1996 FLR that in the absence of any evidence led by or on behalf of the workman the reference is bound to be answered by the Court against the workman. In such a situation it is not necessary for the employers to lead any evidence at all. The obligation to lead evidence to establish an allegation made by a party is on the party making the allegation. The test would be, who would fail if no evidence is led."

And by the Hon'ble Allahabad High Court in the case of District Administrative Committee, U.P. P.A. C.C.S.C. Services V. Secretary-cum-G.M. District Co-operative Bank Ltd. 2010 (126) FLR 519: wherein it has been held as under:-

"The submission is that even if the petitioner failed to lead the evidence, burden was on the shoulders of the respondent to prove the termination order as illegal. He was required to lead evidence first which he failed. A perusal of the impugned award also does not show that any evidence either oral or documentary was led by the respondent. In the case of no evidence, the reference has to be dismissed".

As the workman has not filed any statement of claim/documentary evidence, so the present case is liable to be dismissed.

For the foregoing reasons, the case is dismissed and; and the workman is not entitled for any relief.'

Award as above.

Lucknow.

JUSTICE ANIL KUMAR, Presiding Officer

22.11.2023

नई दिल्ली, 18 जनवरी, 2024

का.आ. 57.—औद्योगिक विवाद अधिनियम (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फ्रंटलाइन (एनसीआर) बिजनेस सॉल्यूशंस प्राइवेट लिमिटेड ; मैसर्स डिशनेट वायरलेस लिमिटेड; मैसर्स ग्लोबल इनोवसोर्स सॉल्यूशंस प्रा. लिमिटेड, के प्रबंधन के संबद्ध नियोजकों और उनके कामगार, के बीच अनुबंध में निर्दिष्ट केन्द्रीय सरकार औद्योगिक अधिकरण- सह- श्रम न्यायालय- कोलकाता पंचाट (संदर्भ संख्या 15 OF 2014) को जैसा कि अनुलग्नक में दिखाया गया है, प्रकाशित करती है जो केन्द्रीय सरकार को सॉफ्ट कॉपी के साथ 18.01.2024 को प्राप्त हुआ था।

[सं. एल-42011/170/2013-आईआर(डीयू)]

दिलीप कुमार, अवर सचिव

New Delhi, the 18th January, 2024

S.O. 57.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 15 OF 2014) of the **Central Government Industrial Tribunal cum Labour Court – Kolkata** as shown in the Annexure, in the Industrial dispute between the employers in relation to **Frontline (NCR) Business Solutions Pvt. Ltd. ; M/s. Dishnet Wireless Ltd. ; M/s. Global Innovsource Solutions Pvt. Ltd., and their worker**, which was received along with soft copy of the award by the Central Government on 18.01.2024.

[No. L-42011/170/2013-IR (DU)]

DILIP KUMAR, Under Secy.

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA****Present: Justice K. D. Bhutia, Presiding Officer.****REF. NO. 15 OF 2014****Parties:** Employers in relation to the management of**Frontline (NCR) Business Solutions Pvt. Ltd.****AND****Their Workmen****Appearance :**On behalf of Management, **Frontline (NCR) Business** : Absent**Solutions Pvt. Ltd., M/s. Dishnet Wireless Ltd., & M/s.****Global Innovsource Solutions Pvt. Ltd.**

On behalf of the Workmen/Union : Absent

Dated 23rd January, 2023**AWARD**

The Union which has espoused the present dispute has failed to appear inspite of due service of notice upon it as per A.D. Card.

The Party No.2 M/s Frontline (NCR) Business Solutions Pvt. Ltd. too fails to appear inspite of service of notice of appearance to it as per A.D. Card.

Similarly, Party No.3 M/s Dishnet Wireless Limited too has failed to appear. It has refused to accept the notice of appearance sent by regd. Post.

Notice of appearance issued to Party No.4 M/s Global Innovsource Solutions Pvt. Ltd. has returned with postal endorsement "Left". No fresh notice could be issued as in the record I do not find any alternative address of Party No.4.

In fact previous order sheet reflect the case was fixed for exparte evidence from the side of Union. The Union has filed evidence on affidavit of one Narayan Santra on 23.02.2015, but it has failed to tender the witness before the Tribunal to corroborate the content of the same and to prove the documents filed by it.

Thus, there is nothing except the statement of claim filed by the Union and reply filed by M/s Dishnet Wireless Ltd.

Be that as it may, the Govt. of India, Ministry of Labour vide its order No. L-42011/170/2013-IR(DU) dated 18.02.2014 has referred the following dispute for adjudication.

“ Whether the action of management of M/s Frontline (NCR) Business Solutions Pvt. Ltd., a contractor of M/s Dishnet Wireless Limited (AIRCEL) is justified in denying 21-points charter of demands raised by Union is legal or justified? If not, what relief the workmen are entitled to?”.

Unfortunately, the Union which has espoused the cause of the persons working for Aircel, a telecom company, through its contractor appears to have abandoned the case perhaps it has no more grievance against the contractor employer and principal employers or may be its charter of demands might have been settled by the Employers.

Under the circumstance, there exist no dispute for adjudication by this tribunal.

Accordingly, Reference case No. 15 of 2014 is dismissed and an award to that effect is passed.

Send copy of this Award / order to the Ministry for doing needful.

Justice K. D. BHUTIA, Presiding Officer